

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)</b>		<b>RATING</b> D0-A7	<b>PAGE OF</b> 1	<b>PAGE</b> 124
<b>2. CONTRACT NO.</b>	<b>3. SOLICITATION NO.</b> N65236-97-R-0351		<b>4. TYPE OF SOLICITATION</b> <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	<b>5. DATE ISSUED</b> 09 SEP 97	<b>6. REQUISITION/PURCH NO.</b>	
<b>7. ISSUED BY</b> NISE EAST P.O. BOX 190022 POC: KENDRA BLANKS CODE: 1113KB N. CHARLESTON, SC 29419-9022 TELEPHONE: (803) 974-5924			<b>8. ADDRESS OFFER TO</b> <i>(If other than Item 7)</i> BID CUSTODIAN NISE EAST P.O. BOX 190022 N. CHARLESTON, SC 29419-9022			

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BID BOX, BLDG 3147, NWS SOUTH ANNEX, N. CHARLESTON, SC 29419-9022 until 2:00 P.M. EST (*Hour*) local time 97OCT17 (*Date*).  
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>	<b>A. NAME</b> KENDRA BLANKS	<b>B. TELEPHONE NO.</b> <i>(Include area code) (NO COLLECT CALLS)</i> (803) 974-5924
----------------------------------	---------------------------------	---

### 11. TABLE OF CONTENTS

SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	A1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	I1-I11
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	B1-B7	<b>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</b>		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT	C1-C13	<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	J1
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING	D1	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	E1	<input checked="" type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1-K15
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	F1-F4	<input checked="" type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L1-L18
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	G1-G6	<input checked="" type="checkbox"/> M	EVALUATION FACTORS FOR AWARD	M1-M9
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	H1-H10			

### OFFER (Must be fully completed by offeror)

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

<b>13. DISCOUNT FOR PROMPT PAYMENT</b> <i>(See Section I, Clause No. 52.232-8)</i>		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
<b>14. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)</i>		AMENDMENT NO	DATE	AMENDMENT NO.	DATE
<b>15A. NAME AND ADDRESS OF OFFEROR</b>		CODE	FACILITY	<b>16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>	
<b>15B. TELEPHONE NO.</b> <i>(Include area code)</i>	<b>15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER</b> <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE.	<b>17. SIGNATURE</b>		<b>18. OFFER DATE</b>	

### AWARD (To be completed by Government)

<b>19. ACCEPTED AS TO ITEMS NUMBERED</b>	<b>20. AMOUNT</b>	<b>21. ACCOUNTING AND APPROPRIATION</b>	
<b>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>	<b>ITEM</b>
<b>24. ADMINISTERED BY</b> <i>(If other than Item 7)</i> CODE N65236		<b>25. PAYMENT WILL BE MADE BY</b> CODE	
<b>26. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i>		<b>27. UNITED STATES OF AMERICA</b> <i>(Signature of Contracting Officer)</i>	<b>28. AWARD DATE</b>

**IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>	1. SOLICITATION NUMBER: N65236-97-R-0351	2. (X ONE) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
---	---	---

**INSTRUCTIONS**

**NOTE** THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of the solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of the Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawal of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE <i>(Complete mailing address, Including ZIP Code)</i>  <div style="text-align: center;">           CO, NISE East Charleston            P.O. BOX 190022            North Charleston, SC 29419-9022         </div>
--

4. ITEMS TO BE PURCHASED <i>(Brief description)</i> <b>ENGINEERING SERVICES IN SUPPORT OF SHIPBOARD AND SHORE APPLICATIONS FOR ALL UNITED STATES NAVY AND UNITED STATES SUPPORTED FOREIGN MILITARY SHIPS.</b>
--

5. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>			
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED		
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside)</i>		
<input checked="" type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concern		

6. ADDITIONAL INFORMATION:  <b>Caution to Offerors: No CONTRACT will be awarded under this solicitation at greater than fair and reasonable prices.</b>  THIS PROCUREMENT IS A COMPETITIVE SET-ASIDE UNDER THE 8(a) PROGRAM.
--

7. POINT OF CONTACT INFORMATION:	
a. NAME <i>(Last, First, Middle Initial)</i>  <b>BLANKS, KENDRA M. (CODE: 1113KB)</b>	b. ADDRESS <i>(Include ZIP code)</i> CO, NISE EAST, CHARLESTON CONTRACTS DIVISION, CODE 111 P.O. BOX 190022 NORTH CHARLESTON, SC 29419-9022
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (no COLLECT CALLS)</i> (803) 974-5924	

<b>8. REASONS FOR NO RESPONSE</b> ( <i>X all that apply</i> )				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER			
<b>9. MAILING LIST INFORMATION</b> ( <i>X ONE</i> )				
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM(S) INVOLVED
<b>10. RESPONDING FIRM</b>				
a. COMPANY NAME			b. ADDRESS ( <i>Include ZIP Code</i> )	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FROM:

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N65236-97-R-0351	
DATE (YYMMDD)	LOCAL TIME
971017	2:00 P.M. EST

TO: CO, NISE East Charleston  
P.O. BOX 190022  
North Charleston, SC 29419-9022

**SECTION B - CONTRACT LINE ITEMS****B-100 SCOPE**

The contractor shall provide

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u> <u>Issue</u>
<b>LOT I - BASE YEAR</b>			
0001	Engineering, Technical, and Logistic Support Services for shipboard and shore applications, in accordance with Section C (including travel, shipping, and material, as indicated in clause B-119001).	1	LO
	Estimated Cost	\$ _____	
	Fixed Fee	\$ _____	
	Total Estimated Cost Plus Fixed Fee	\$ _____	
0002	Contract Data in accordance with DD Form 1423, attached as Exhibit A	Not Separately Priced (Price included in Item 0001)	
<b>LOT II - FIRST OPTION YEAR</b>			
0003	Engineering, Technical, and Logistic Support Services for shipboard and shore applications, in accordance with Section C (including travel, shipping, and material, as indicated in clause B-119001).	1	LO
	Estimated Cost	\$ _____	
	Fixed Fee	\$ _____	
	Total Estimated Cost Plus Fixed Fee	\$ _____	
0004	Contract Data in accordance with DD Form 1423, attached as Exhibit A	Not Separately Priced (Price included in Item 0003)	
<b>LOT III - SECOND OPTION YEAR</b>			
0005	Engineering, Technical, and Logistic Support Services for shipboard and shore applications, in accordance with Section C (including travel, shipping, and material, as indicated in clause B-119001).	1	LO
	Estimated Cost	\$ _____	
	Fixed Fee	\$ _____	
	Total Estimated Cost Plus Fixed Fee	\$ _____	
0006	Contract Data in accordance with DD Form 1423, attached as Exhibit A	Not Separately Priced (Price included in Item 0005)	

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Issue</u>
<b>LOT IV - THIRD OPTION YEAR</b>			
0007	Engineering, Technical, and Logistic Support Services for shipboard and shore applications, in accordance with Section C (including travel, shipping, and material, as indicated in clause B-119001).	1	LO
	Estimated Cost	\$_____	
	Fixed Fee	\$_____	
	Total Estimated Cost Plus Fixed Fee	\$_____	
0008	Contract Data in accordance with DD Form 1423, attached as Exhibit A		Not Separately Priced (Price included in Item 0007)
<b>LOT V - FOURTH OPTION YEAR</b>			
0009	Engineering, Technical, and Logistic Support Services for shipboard and shore applications, in accordance with Section C (including travel, shipping, and material, as indicated in clause B-119001).	1	LO
	Estimated Cost	\$_____	
	Fixed Fee	\$_____	
	Total Estimated Cost Plus Fixed Fee	\$_____	
0010	Contract Data in accordance with DD Form 1423, attached as Exhibit A		Not Separately Priced (Price included in Item 0009)

**PART I**  
**1993 EDITION**  
**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**B-105 FEE ADJUSTMENT**

Fee will be paid on each direct labor hour whether performed by the prime contractor or by a subcontractor. The dollar per hour amount is determined by dividing the number of estimated total hours into the fixed fee (fee pool) of the contract. If, during contract performance other direct cost categories or amounts either fail to materialize or are in excess of those estimated or proposed, this shall not constitute a constructive change or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

**B-106001 FEE DETERMINATION AND PAYMENT (IDTC) - ALTERNATE I**

a. Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is 624,800 hours. The 624,800 direct labor hours include 0 uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours.

b. Types of Task Orders.

Both Level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each task order will set forth the type of order deemed appropriate by the Government. In the event the contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with FAR clause 52.233-1 entitled "Disputes". The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

c. Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE PER HOUR BILLED FROM THE FIXED FEE POOL.

d. Computation of Fee. The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated total hours.

e. Fee on Modifications to Term Type (Level-of-Effort) Task Orders.

In the event the hours for a particular task order prove insufficient to complete performance under the order, the Government may elect to increase the hours by written modification. These hours will be fee bearing at the same

dollar per hour amount as in paragraph (h) below.

In the event the hours prove to be in excess of that necessary to complete performance under the order, the Government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

f. Fee on Modifications to Completion Type Task Orders.

In the event the task(s) required under a particular task order cannot be completed within the negotiated estimated cost (an overrun situation), the Government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

In the event the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess cost shall be deobligated by modification to the task order prior to contract closeout.

g. Modifications to the Basic Contract.

If the Contracting Officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated total hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

h. Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor and shall be paid on individual task orders. The amount of fee will be paid at the direct labor hour rate of \$\_\_\_\_\_ for the base period; \$\_\_\_\_\_ for option one; \$\_\_\_\_\_ for option two; \$\_\_\_\_\_ for option three; and \$\_\_\_\_\_ for option four. The fee will be paid for services performed. If less performance is required than called for in the Schedule, the fee shall be equitably reduced to reflect the reduction of work. The Government shall make payment of the fixed fee as indicated on individual task orders and as invoiced by the contractor subject to the clause of the contract, FAR 52.216-8, entitled "FIXED FEE", provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

***(TO BE COMPLETED AT CONTRACT AWARD.)***

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to FAR clauses hereof, entitled "FAR 52.232-20 Limitation of Cost" or "FAR 52.232-22 Limitation of Funds," either of which clause, as incorporated herein, shall apply to all individual task orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

i. Administration.

Each hour authorized under the original task order is fee bearing and will be deducted from the estimated total hours under the contract.

Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours.

Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered.

There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours.

Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

### **B-108 MINIMUM AND MAXIMUM QUANTITIES (89JUL)**

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the contract minimum quantity is a total of \$50,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

### **B-119001 LEVEL OF EFFORT (INDEFINITE DELIVERY/INDEFINITE QUANTITY COST TYPE CONTRACT) - ALTERNATE I**

(a) The level of effort estimated to be ordered during the term of this contract is 624,800 labor hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total man hours of direct labor by classification is as follows:

<u>LABOR CATEGORY</u>	<u>LOT I</u>	<u>LOT II</u>	<u>LOT III</u>	<u>LOT IV</u>	<u>LOT V</u>	<u>TOTAL</u>
<b>STRAIGHT TIME HOURS</b>						
Electronics Engineer (K)	6,000	8,000	10,000	12,000	14,000	50,000
Senior Systems Analyst (K)	18,000	20,000	22,000	24,000	26,000	110,000
Systems Analyst (K)	14,000	16,000	18,000	20,000	22,000	90,000
Electronics Tech. VI (K)	4,000	6,000	8,000	10,000	12,000	40,000
Electronics Tech. IV	8,000	10,000	12,000	14,000	16,000	60,000
Electronics Tech. II*	2,000	4,000	6,000	6,000	6,000	24,000
Technical Logistics Spec.	6,000	8,000	10,000	10,000	10,000	44,000
Drafter IV*	2,000	4,000	6,000	6,000	6,000	24,000
Technical Writer*	4,000	8,000	10,000	12,000	14,000	48,000
Word Processor II*	4,000	6,000	8,000	8,000	8,000	34,000
Warehouse Specialist*	6,000	8,000	10,000	10,000	10,000	44,000
<b>TOTAL</b>	<b>74,000</b>	<b>98,000</b>	<b>120,000</b>	<b>132,000</b>	<b>144,000</b>	<b>568,000</b>

**(K) - Denotes labor categories designated as "key personnel".**

**\* - Denotes labor categories covered by the Service Contract Act (SCA) wage determination rates.**



<b>OVERTIME HOURS</b>	<u>LOT I</u>	<u>LOT II</u>	<u>LOT III</u>	<u>LOT IV</u>	<u>LOT V</u>	<u>TOTAL</u>
Electronics Engineer <b>(K)</b>	600	800	1,000	1,200	1,400	5,000
Senior Systems Analyst <b>(K)</b>	1,800	2,000	2,200	2,400	2,600	11,000
Systems Analyst <b>(K)</b>	1,400	1,600	1,800	2,000	2,200	9,000
Electronics Tech. VI <b>(K)</b>	400	600	800	1,000	1,200	4,000
Electronics Tech. IV	800	1,000	1,200	1,400	1,600	6,000
Electronics Tech. II*	200	400	600	600	600	2,400
Technical Logistics Spec.	600	800	1,000	1,000	1,000	4,400
Drafter IV*	200	400	600	600	600	2,400
Technical Writer*	400	800	1,000	1,200	1,400	4,800
Word Processor II*	400	600	800	800	800	3,400
Warehouse Specialist*	600	800	1,000	1,000	1,000	4,400
<b>TOTAL</b>	<b>7,400</b>	<b>9,800</b>	<b>12,000</b>	<b>13,200</b>	<b>14,400</b>	<b>56,800</b>

**(K) - Denotes labor categories designated as "key personnel".**

**\* - Denotes labor categories covered by the Service Contract Act (SCA) wage determination rates.**

The above level of effort is expected to occur over the contract term.

<b>OTHER DIRECT COSTS</b>	<u>LOT I</u>	<u>LOT II</u>	<u>LOT III</u>	<u>LOT IV</u>	<u>LOT V</u>	<u>TOTAL</u>
Estimated Material (Excluding G&A)	\$600,600	\$819,500	\$1,031,800	\$1,188,500	\$1,355,000	\$4,995,400
Estimated Travel/Per Diem (Excluding G&A)	\$288,190	\$393,130	\$ 495,975	\$ 570,677	\$ 650,668	\$2,398,640
Estimated ODC [i.e., shipping, repro., & other incidentals] (Excluding G&A)	\$ 48,000	\$ 65,600	\$ 82,500	\$ 95,100	\$ 108,400	\$ 399,600

(b) In performing a task order, the contractor may use any combination of hours of the labor categories listed in the task order.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The contractor shall notify the Contracting Officer **immediately** in writing whenever it has reason to believe that:

(1) The level of effort the contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the contractor. Any such upward adjustment shall be prospective only i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(e) Within thirty days after completion of the work under each task order, the contractor shall submit the following information directly, in writing, to the Ordering Officer, the Contracting Officer's Representative (COR) and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of labor hours of direct labor, including subcontract labor expended.

(2) A breakdown of this total showing the number of labor hours expended in each direct labor classification listed in the task order schedule, including the identification of key employees utilized.

(3) The contractor's estimate of total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover the excess funds.

(f) In the event that less than 100% of the established level of effort for this basic contract is expended; or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased; or is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the contractor to continue performance, subject to the provisions of the Limitation of Cost clause, or, as applicable, the Limitation of Funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(g) In the event that the incurred level of effort exceeds by 3% or less of the task order requirement, but does not exceed the estimated cost of the order, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) above.

This understanding does not supersede or change subsection (d) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee. Further, the contractor shall not exceed 100% of the total level of effort specified in the basic contract.

**PART I**  
**1993 EDITION**  
**SECTION C - DESCRIPTIONS/SPECIFICATIONS**

**C-1 SPECIFICATIONS/STATEMENT OF WORK**

Work under this contract shall be performed in accordance with the following specifications, statement of work:

**1.0 SCOPE OF WORK: NAVIGATION SYSTEMS SUPPORT**

**1.1** When tasked by issuance of task orders, the contractor shall support the Naval Command, Control and Ocean Surveillance Center, In-Service Engineering Division, Code 343 (NISE East Division, Norfolk, VA), with responsibilities for engineering, technical, and logistics support of shipboard and shore applications of navigation, and other systems and equipment, for all United States Navy and United States supported Foreign Military ships. The contractor shall provide ordered services and materials to perform the ordered tasks, as specified in the individual task orders.

**1.2 Equipment/systems/programs.**

Tasks may require work on the following systems and equipment. As part of work on the following systems and equipment, work may be ordered on trainers, power supplies, HM&E support systems, cabling, test equipment, antennas, interfaces, and other systems or equipment which interface with them.

**1.2.1 Speed log systems.**

- a. Electromagnetic Log Systems
- b. Rodmeters
- c. Rodmeter Selector Switches
- d. Remote Speed Control Units
- e. Digital Electromagnetic Log
- f. Doppler Velocity Log

**1.2.2 Navigation systems test equipment.**

- a. Electromagnetic Log Voltage Simulators
- b. Synchro Signal Converter Tester/Director
- c. Standard Electronic Module Test Set
- d. Navigation Systems Stimulator
- e. Huntron 5100ds
- f. Angle Position Indicators (API)

**1.2.3 Navigation systems and equipment.**

- a. Ship's Inertial Navigation Systems (INS, SINS, CVNS, etc.)
- b. AN/WSN-1 Dual Miniature Inertial Navigation Systems
- c. AN/WSN-2 Gyrocompass Systems
- d. AN/WSN-2A Gyrocompass Systems
- e. AN/WSN-3 Electrically Suspended Gyro Navigator
- f. AN/WSN-5 Ships' Inertial Navigation Set

- g. AN/WSN-7 Ring Laser Gyro Navigator
- h. AN/WSN-XX (Replacement Navigation Systems for the AN/WSN-2 & 2A)
- i. TS-XX/YY and other variants
- j. OL-405 Data Terminal Group
- k. Dead Reckoning Tracers, Analyzers, and Analyzer Indicators
- l. Integrated Navigation and Tactical Plotting Systems
- m. Universal Tactical Plotter
- n. Navigation Sensor System Interface (NAVSSI)
- o. Plotting Systems
- p. Aircraft Inertial Alignment Systems (AIAS, SNAIAS, etc.) including but not limited to:
  - (1) Digital Data Test Set
  - (2) OU-174 and other data converters
  - (3) AN/SRC-40 and support equipment
  - (4) AIAS Distribution Hardware
- q. DRWE Unit System Indicator

## **2.0 APPLICABLE DOCUMENTS:**

Documents, shall be applicable to individual task orders if they are specifically cited therein.

### **2.1 Obtaining copies of documents.**

**2.1.1** When needed for performance of ordered tasks, the contractor shall obtain and provide necessary copies of Specifications, Standards, Handbooks, and Data Item Descriptions stocked at Naval Publications and Forms Center (NPFC). If the document is not in stock at NPFC when it is needed, the technical point of contact of the individual task order will provide it.

**2.1.2** When needed for performance of ordered tasks, the technical point of contact of the individual task order will provide technical documents such as technical manuals, engineering drawings, maintenance documentation, ILS documentation, etc. which are not stocked at NPFC.

## **3.0 CONTRACT TASK REQUIREMENTS:**

The following are examples of typical tasks which may be ordered by issue of individual task orders specifying the task requirements in detail.

### **3.1 Design, analysis, construction, test, and evaluation of breadboards, wire wrap mockups, and prototypes.**

- a. Design and layout circuits and printed wiring boards for proposed changes.
- b. Perform circuit analysis of existing or proposed designs.
- c. Construct breadboards, wire wrap mockups, or prototypes for test and evaluation.
- d. Perform functional testing of breadboards, wire wrap mockups, and prototypes.
- e. Evaluate prototype performance.

- f. Perform reliability and maintainability analyses of designs.
- g. Design, layout, program, and test microprocessor circuits.
- h. Develop equipment interface software to facilitate equipment simulation and checkout.

### **3.2 Documentation, development, installation, test, certification, and evaluation of prototypes, equipment, engineering changes, field changes, and systems.**

- a. Prepare and develop installation plans, parts lists, instructions, checkout plans, test procedures, handbooks, and drawings for temporary or permanent installations.
- b. Prepare Engineering Change Proposals (ECPs), Preliminary ECPs, Engineering Change Orders (ECOs), Engineering Changes (EC's), Temporary EC's (TECs), Temporary Engineering Cancellation Orders (TECOs), Installation Status Reports, SHIPALT, Integrated Logistic Support Plans (ILSPs), Configuration Management (CM), Ship System Manuals (SSMs), Planned Maintenance Subsystem (PMS), Modification Candidate Lists, Type Zero Improvement (TZI), Field Change (FC) Kits, Installation and Checkout (INCO) Kits, Technical Manuals and Changes, and Project Change Notice documentation to support planning for temporary or permanent installations.
- c. Test, troubleshoot, repair and incorporate engineering changes into circuit cards, assemblies, equipment and systems. Provide detailed analysis as to manufactured defects, re-occurring failures, and problems incurred due to poor handling.
- d. Screen, test, align, balance, analyze, and repair gimbals, binnacles, inertial measuring units, torquer motors, and brush block assemblies. Provide detailed analysis as to manufactured defects, re-occurring failures, and problems incurred due to poor handling.
- e. Receive, inventory, assemble, package, pre-stage and ship FC kits, INCO kits, shipyard spares kits, circuit cards, assemblies, equipment or systems.
- f. Perform ship checks to verify dimensions, interferences, power availability, tolerances, locations, and other installation factors.
- g. Install or remove changes, cables, assemblies, prototypes, equipment or systems.
- h. Perform preliminary installation checkouts such as cable continuity checks, visual inspections, connector pin verifications, and operational verifications.
- i. Perform full installation checkout, test, and certification procedures.
- j. Test and evaluate installed prototypes, equipment and systems for performance, operation, accuracy, signal flow, heat dissipation, RF shielding, RF susceptibility, and other relevant factors.

### **3.3 Technical field support of installed equipment and systems.**

- a. Perform or assist on site Government personnel in troubleshooting, problem resolution, repair, maintenance, alignment, and test procedures for hardware, firmware, and software.
- b. Develop and provide on-the-job and classroom training for operation, maintenance, and changes.

- c. Analyze trouble reports, operational problems, user feedbacks, and other reported technical problems, and recommend technical solutions.
- d. Investigate reported configuration documentation problems, and provide configuration reports. Maintain current configuration records and track future configuration changes.
- e. Perform assigned technical portions of formal equipment and system evaluations and grooms, such as TECHEVAL, Pre-Sea Trial CCS Test Program, Sea Trial CCS Test Program, Surface or Submarine NAVCERT, Training Course Audit, SNAIAS Certification, Combat System Demonstration Evaluation (CSDE), INSURV, Combat Systems Readiness Review (CSRR), Navigation Repair Alignment and Calibration (NAVRAC), Navigation Grooms (NAVROOM), Combat Systems Alignment Verifications (CSAV), Combat Systems Ships Qualification Trials (CSSQT), and Pre-CSSQT.
- f. Verify change, assembly, equipment, and system installation, location, and condition.
- g. Investigate and test reported interface compatibility problems, and repair or recommend necessary corrective actions.

### **3.4 Engineering and logistic support.**

- a. Develop, validate, review, and mark-up technical manuals, drawings, maintenance procedures, test procedures, ship systems manuals, and other technical documentation by comparison to equipment, performance of procedures, ship checks, and desk-top analysis.
- b. Design, develop, maintain, collect and input data for engineering, Integrated Logistic Support (ILS) , Reliability, Maintainability, Availability, and Quality (RMA&Q), and Configuration Management databases and documentation.
- c. Analyze fleet mission requirements or changes, and make engineering recommendations concerning design, development, correction, and improvement.
- d. Analyze proposed changes and emerging technologies for impacts on system operation, maintenance, fleet mission effectiveness, life cycle costs, interface requirements, and other factors.
- e. Develop, review, or modify equipment and system specifications, test plans and procedures, and design documents for conformance to sound engineering practices and formally established requirements and procedures. Recommend support, installation, maintenance, and design approaches and procedures.
- f. Provide in-depth engineering expertise, background data, technical point papers, agendas, view graphs, minutes, reports, and trade-off studies, and participate in planning, in-process reviews, preliminary and critical design reviews, program reviews, problem resolution, design working groups, and test group proceedings.
- g. Analyze reported operational or maintenance problems, repair parts usage, and other technical information for patterns which may indicate areas of potential improvements, corrections, or reductions of life cycle cost elements.
- h. Review, revise, or provide Provisioning Technical Documentation (PTD), Program Support Data (PSD), COSAL, APL, AEL, SM&R Code, OBRP, Space Allowance List, ILS Plan, Operational Logistic Support Summary, Overhaul Plan, Life Cycle Support Plan, and MAM documentation, technical manuals,

Manual Change Forms, and recommend improvements or corrections.

- i. Develop, revise, and maintain engineering drawings, manuals, training material and other technical documentation in hard copy and computer-based formats.
- j. Develop, review, maintain, and distribute computer firmware and software materials and documentation.
- k. Develop, revise, and validate maintenance concepts, procedures, and documentation.
- l. Provide a means of procurement and usage of cellular phones, pagers, computers, lap tops, docking stations, printers, plotters, copiers, various software, Information Technology (IT) consumables, and other IT equipment as deemed necessary by the Government personnel assigned in performance of tasks on this contract.
- m. Attend and participate in fleet alteration and installation scheduling conferences, maintain accurate and current scheduling tools to indicate progress of field service activities, visits, and installations.
- n. Provide interim support for equipment and systems not yet supported by NAVICP by planning for, storing, tracking, staging, managing, and distributing repair piece parts, assemblies, INCO kits, shipyard spares, and technical documentation.

### **3.5 Training support.**

- a. Develop and present training courses.
- b. Develop, revise, and maintain training materials such as Training Path Systems, Personnel Performance Profiles, Navy Training Plans, and training curricula.
- c. Provide technical assistance to Government training personnel.
- d. Recommend, develop, and provide pre-faulted modules and documentation.
- e. Review training materials, and recommend technical corrections and improvements.

## **4.0 DATA REQUIREMENTS:**

The contractor shall prepare and deliver the Data Items specified in the Contract Data Requirements List (CDRL), DD Form 1423, in this contract, and in CDRLs (if any) in individual task orders.

### **4.1 Technical data items.**

Individual task orders may require the preparation and submission of various Technical Data Items, which cannot be predicted in advance for inclusion in the CDRL in the contract. The contractor shall prepare and submit Technical Data Items as specified in CDRLs in the individual task orders.

## **4.2 Place and time of delivery for data.**

Place and time of delivery shall be as specified on the DD Form 1423 (Contract Data Requirements List), which is an exhibit to this contract, unless delivery is deferred at the Government's option, by written order of the Contracting Officer.

## **4.3 Preparation of delivery (Data Items).**

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination. In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD5220.22-R).

## **C-5 PRIOR WRITTEN PERMISSION REQUIRED FOR ALL SUBCONTRACTS (89JUL)**

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees, without the prior written consent of the Contracting Officer.

## **C-651 CONTRACTOR TEAM ARRANGEMENTS (92AUG)**

(a) "Contractor team arrangement" means an arrangement in which:

(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(b) The Government will accept teaming arrangements under this contract; provided, the teaming arrangements are identified, company relationships are fully disclosed in an offer, and a copy of the teaming arrangement is provided with the offer.

(c) Contractor team arrangements shall not be in violation of antitrust statutes or limit the Government's rights to:

(1) Require consent to subcontract;

(2) Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor within the meaning of FAR 9.1;

(3) Provide to the prime contractor data rights owned or controlled by the Government;

(4) Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and

(5) Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.



## **C-941 PERSONNEL QUALIFICATIONS**

(a) Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel are not currently in the employ of the contractor, a written agreement from potential employees to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

(d) The contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in task orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

### **941.1. ELECTRONICS ENGINEER (KEY PERSONNEL):**

(a) **EDUCATION:** A Bachelor's Degree in Electrical or Electronics Engineering from a college accredited by the Accreditation Board for Engineering and Technology (ABET) as a professional engineering curriculum, or

A Bachelor's Degree in a related scientific, or technical field, from an ABET-accredited college, plus one year of professional engineering experience in support of the systems or equipment listed in the Statement of Work (SOW).

(b) **GENERAL EXPERIENCE:** Two years of professional engineering experience in support of the systems or equipment listed in the Statement of Work (SOW).

(c) **SPECIALIZED EXPERIENCE:** Two years professional engineering experience in shipboard simulation engineering development, reliability analysis development, or interface design efforts in the support of electronic systems or equipment as listed in the SOW.

Specialized Experience may have been gained concurrently with the General Experience.

### **941.2. SENIOR SYSTEMS ANALYST (KEY PERSONNEL):**

(a) **EDUCATION:** Any one of the following:

Bachelor's Degree in Engineering Technology, or

Completion of formal resident trade school or apprentice program in electronics, or

Completion of at least three U.S. Navy "C" schools in electronic equipment or systems.

(b) **GENERAL EXPERIENCE:** Five years of progressive experience performing supervision of work in support of U.S. and FMS Navy shipboard installation, repair, troubleshooting, or maintenance of U.S. or FMS Navy shipboard electronic systems or equipment.

(c) **SPECIALIZED EXPERIENCE:** Each of the following:

Three years of experience in coordination and supervision of technicians performing "hands on" work in support of U.S. and FMS Navy shipboard installation, repair, troubleshooting, or maintenance of U.S. and FMS Navy shipboard electronic systems or equipment listed in the SOW; and

Two years of experience in preparation and review of technical documentation or performing training, inspections, grooms, engineering change incorporation, or design deficiency documentation in support of U.S. and FMS Navy shipboard electronics systems or equipment listed in the SOW.

Specialized Experience may have been gained concurrently with the General Experience.

### **941.3. SYSTEMS ANALYST (KEY PERSONNEL) :**

(a) **EDUCATION:** Any one of the following:

Associate's Degree in Engineering or Engineering Technology, or

Completion of formal resident trade school or apprentice program in electronics, or

Completion of at least two U.S. Navy "C" schools in electronic equipment or systems.

(b) **GENERAL EXPERIENCE:** Three years of progressive experience performing supervision or work in support of U.S. and FMS Navy shipboard installation, repair, troubleshooting, or maintenance of U.S. and FMS Navy shipboard electronic systems or equipment.

(c) **SPECIALIZED EXPERIENCE:** Each of the following:

Two years of progressive experience supervising technicians (in related electronics fields) performing "hands on" work in support of U.S. and FMS Navy equipment installation, repair, troubleshooting, or maintenance of electronic systems or equipment listed in the SOW; and

Two years of progressive experience supervising or working as a technician (in related electronics fields) performing "hands on" work, which required advanced technical knowledge to solve unusually complex problems, a detailed understanding of the interrelationships of circuits, 2M repair, and exercising independent judgment in performing tasks; and

One year of experience providing technical guidance to lower level technicians (in related electronics fields) performing "hands on" work in support of U.S. and FMS Navy equipment installation, repair, grooms, troubleshooting, field change installation, or maintenance of electronic systems or equipment listed in the SOW.

**941.4. ELECTRONICS TECHNICIAN VI (KEY PERSONNEL):**

- (a) EDUCATION: Any one of the following:

Bachelor's Degree in Engineering Technology, or

Completion of formal resident trade school or apprentice program in electronics, or,

Completion of at least three U.S. Navy "C" schools in electronic equipment or systems.

- (b) GENERAL EXPERIENCE: Five years of progressive experience performing "hands on" work in support of U.S. and FMS Navy shipboard installation, repair, troubleshooting, or maintenance of U.S. or FMS Navy shipboard electronic systems or equipment.

- (c) SPECIALIZED EXPERIENCE: Each of the following:

Three years of experience in coordination and supervision of technicians performing "hands on" work in support of U.S. and FMS Navy shipboard installation, repair, troubleshooting, or maintenance of U.S. and FMS Navy shipboard electronic systems or equipment listed in the SOW; and

Two years of progressive experience supervising and working as a technician (in related electronics fields) performing "hands on" work, which required advanced preparation and review of technical documentation or performing training, grooms, inspections, engineering change incorporation, field change installations, or design deficiency documentation in support of U.S. and FMS Navy shipboard electronics systems or equipment listed in the SOW.

Specialized Experience may have been gained concurrently with the General Experience.

**941.5. ELECTRONICS TECHNICIAN IV:**

- (a) EDUCATION: Any one of the following:

Associate's Degree in Engineering or Engineering Technology, or

Completion of formal resident trade school or apprentice program in electronics, or

Completion of at least two U.S. Navy "C" schools in electronic equipment or systems.

- (b) GENERAL EXPERIENCE: None.

- (c) SPECIALIZED EXPERIENCE: Each of the following:

Four years of progressive experience as a technician (in related electronics fields) performing "hands on" work in support of U.S. or FMS Navy shipboard installation, repair, troubleshooting, or maintenance of electronic systems or equipment; and

Two years of progressive experience as a technician (in related electronics fields) performing "hands on" work, which required advanced technical knowledge to solve unusually complex problems, a detailed understanding of the interrelationships of circuits, 2M repair, and exercising independent judgment in performing tasks; and

One year of experience providing technical guidance to lower level technicians (in related electronics fields) performing "hands on" work in support of U.S. Navy shipboard installation, repair, troubleshooting, and maintenance of electronic systems or equipment.

Specialized Experience may have been gained concurrently.

#### **941.6. ENGINEERING TECHNICIAN II:**

- (a) EDUCATION: Any one of the following:

Completion of formal resident trade school or apprentice program in electronics, or

Completion of at least two U.S. Navy "C" schools in electronic equipment or systems.

(b) GENERAL EXPERIENCE: Two years of "hands on" experience in production and assembly of mechanical parts, chassis, and assemblies for prototype electronic systems or equipment.

(c) SPECIALIZED EXPERIENCE: Two years of "hands on" experience in production and assembly of printed-wiring boards, cable harnesses, switches, connectors, and point-to-point wiring for prototype electronic systems or equipment.

Specialized Experience may have been gained concurrently with the General Experience.

#### **941.7. TECHNICAL LOGISTICS SPECIALIST:**

(a) GENERAL EXPERIENCE: Two years of experience (in related electronics fields) performing work in support of U.S. Navy shipboard installation, repair, troubleshooting, or maintenance of electronic systems or equipment

(b) SPECIALIZED EXPERIENCE: Four years of experience in the development of logistics support data, including development of maintenance plans and procedures, preparation of supply support documentation, development of packing, handling, storage, and transportation procedures, and research of technical data for logistics support of U.S. Navy Electronics systems or equipment.

#### **941.8. DRAFTER IV:**

- (a) EDUCATION: Completion of formal resident trade school or apprentice program in Drafting.

(b) GENERAL EXPERIENCE: Three years of experience as a Drafter preparing Level 3 engineering drawings.

- (c) SPECIALIZED EXPERIENCE: Each of the following:

Two years of experience as a Drafter preparing engineering drawings, circuit schematics, and illustrations for U.S. Navy shipboard electronic systems or equipment; and

One year of experience as a Drafter preparing engineering drawings, circuit schematics, and illustrations using AUTO-CAD; and

One year of experience performing visual inspections, and precise measurements to verify engineering drawings for electronic systems or equipment.

Specialized Experience may have been gained concurrently with the General Experience.

#### **941.9. TECHNICAL WRITER:**

- (a) EDUCATION: Any one of the following:

Associate's Degree in Engineering or Engineering Technology, or

Completion of formal resident trade school or apprentice program in electronics, or

Completion of a U.S. Navy "C" school in electronic equipment or systems.

(b) GENERAL EXPERIENCE: One year experience performing "hands on" work in preparing general technical documentation in support of shipboard installation, repair, trouble-shooting, and maintenance of electronic systems or equipment.

(c) SPECIALIZED EXPERIENCE: Two years of experience as a Technical Writer preparing general technical documentation in support of shipboard installation, repair, trouble-shooting, and maintenance of electronic systems or equipment.

#### **941.10. WORD PROCESSOR II:**

(a) GENERAL EXPERIENCE : Ability to use Word Perfect (version 5 or later) to prepare technical documentation in support of electronic systems or equipment.

#### **941.11. WAREHOUSE SPECIALIST:**

(a) GENERAL EXPERIENCE: Two years of experience performing work in support of U.S. Navy equipment material management, shipping, receiving, inventorying, and tracking.

- (b) SPECIALIZED EXPERIENCE: Each of the following:

Two years of experience in tracking U.S. and FMS Navy material utilizing databases developed in Microsoft Access; and

One year of experience packaging, heat sealing, and crating ESD sensitive equipment, motion sensitive instruments, and assemblies; and

One year experience packaging, tracking/data entry, and shipping field change kits, circuit cards, and logistic packages.

Specialized Experience may have been gained concurrently with the General Experience.

## **C-943 FACILITIES LOCATIONS AND REQUIREMENTS**

The nature of the work required by the proposed contract will require close liaison. Therefore, the contractor shall have and maintain a facility, to serve as the principal place of performance for task orders issued under this contract, in the Norfolk, VA commuting area (i.e., Southside). This facility shall be within ½ hour normal, land commuting distance of the Little Creek Site. The close proximity of this facility to NISE East Detachment, Norfolk will help ensure effective and efficient responsiveness. The facility shall meet or exceed the following requirements and capabilities:

Minimum of 12,000 sq. ft. of combination office, laboratory, and storage space.

Capability to assemble and solder electronic components, including ESD-sensitive devices, onto printed-wiring boards using approved 2M Micro Miniature Standards.

Capability to fabricate reusable wooden shipping containers, and to pack/package ESD-sensitive components, assemblies, and equipment.

Capability to repair and remove components from printed circuit boards using approved 2M Micro Miniature Standards.

Capability to produce technical documentation (paper and 3-1/2 in. HD floppy disk copies) in Power Point, Excel, WordPerfect version 6.1 or later, and in Microsoft Office 4.3 or later.

Capability to produce paper working copies (Xerox or equivalent) of technical documentation up to 11 x 14 in.

Capability to communicate with Government personnel using CCMail Mobile and the Internet, from various locations, while on travel, to send or receive electronic mail (E-mail).

Warehouse area should be equipped with appropriate warehousing equipment to handle crates, equipment, and large piece part materials.

Laboratory areas should have optical reference monuments for Government Furnished Equipment (GFE) to be optically aligned.

Capability to provide secure controlled storage for piece part materials, to be inventoried and tracked in accordance with an approved Government Property Management Plan.

Capability to provide classroom instruction for up to fifteen (15) students.

Capability to provide for the conformal coating of circuit cards.

Capability to perform precision adjustments and repairs to delicate and sensitive inertial instruments, in a controlled environment. [See DD Form 254 for security requirements.]

The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct payment in connection with any personnel set in readiness at, or brought to such facility, in preparation or in expectation of work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

Contractors located outside the ½ hour normal, land commuting distance shall submit a letter of intent to establish a facility within the specified radius. The letter of intent must state the offeror's anticipated date (days after contract award) for such facility, the geographic location, and the description of the facilities to be offered.

**PART I**  
**SECTION D**  
**PACKAGING AND MARKING**

**D-402 PREPARATION FOR DELIVERY**

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

**D-403 PROHIBITED PACKING MATERIALS (84NOV)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

**D-406 MARKING OF SHIPMENT**

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:  
RECEIVING OFFICER

MARK FOR:  
Contract #  
Task Order #  
Item #  
Code: 343

***(TO BE INDICATED ON INDIVIDUAL TASK ORDERS.)***

**D-408 PREPARATION FOR DELIVERY (DATA ITEMS) (89JUL)**

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD 5220.22-M).



**PART I  
SECTION E  
INSPECTION AND ACCEPTANCE**

**E-613 INSPECTION AND ACCEPTANCE (DESTINATION) (89JUL)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD 250, DD Form 1155, or Standard Form 44). The executed payment copy of MILSCAP Format Identified PKN or PKP shall be forwarded to the payment office within four work days (five days when MILSCAP Format is used) after delivery and acceptance of the shipment by the receiving activity. One executed copy of the final DD Form 250 shall be forwarded to the contract administration office cited in block 10 for implementing contract closeout procedures, except when a DCASR is cited as the payment office.

**E-681 ALLOWABLE INSPECTION AND ACCEPTANCE PERIOD (30 DAYS)**

The receiving activity shall be allowed 30 days to perform inspection and acceptance. The provisions of the Prompt Payment Act shall not be applicable until the 31st day after the receipt.

**PART I  
SECTION E REFERENCE CLAUSES  
INSPECTION AND ACCEPTANCE**

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**PARAGRAPH                      CLAUSE TITLE & DATE**

52.246-3      Inspection of Supplies--Cost-Reimbursement (APR 1984)

52.246-5      Inspection of Services--Cost-Reimbursement (APR 1984)

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES**

**PARAGRAPH                      CLAUSE TITLE & DATE**

252.246-7000    Material Inspection and Receiving Report (DEC 1991)

**PART I**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F-249 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)**

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY TOTAL
---------------------	------------------------	----------------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

#### **F-410 DELIVERY OF DATA (89JUL)**

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

#### **F-587 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD**

This contract shall become effective on 01 APRIL 1998 or on the date of award, whichever is later, and shall continue in effect during the period ending one year thereafter, unless terminated or extended in accordance with provisions herein.

#### **F-588 TIME OF PERFORMANCE (89JUL)**

Services to be furnished hereunder shall be performed and completed within the time specified on each task order.

**PART I**  
**SECTION F REFERENCE CLAUSES**  
**DELIVERIES OR PERFORMANCE**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

<b><u>PARAGRAPH</u></b>	<b><u>CLAUSE TITLE &amp; DATE</u></b>
-------------------------	---------------------------------------

52.242-15	Stop-Work Order (AUG 1989)
52.242-15	Stop-Work Order (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)

**PART I**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-304 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee, Indefinite Quantity contract resulting from this solicitation. The contract will allow for Level of Effort/Completion type task orders.

**G-397 SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities, or in any other manner communicates with contractor personnel during the performance of this contract, shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Code: 1113  
ADDRESS: P.O. Box 190022, N. Charleston, SC 29419-9022  
TELEPHONE: (803) 974-5916

**G-502 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)**  
**(89JUL)**

1. Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

2. The contractor will prepare five (5) copies of his invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Four (4) copies of the Invoices/vouchers will be forwarded to NISE East, Code 123.

3. Invoices/vouchers will contain the following information:

- a. Contract number and contract line item number;
- b. Description of work;

c. Straight time labor charges by manhours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours incurred by labor category, costs incurred and fixed fee billed.

d. Premium time and charges (if any) by manhours, classification, price/cost and name of approving official.

e. Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in Clause DFARS 252.237-7019.

- f. Travel and per diem costs (if any).
- g. Other costs incurred and allowable under the contract and identification of such costs.
- h. Additional information as required.
- i. Withholding under the Payments clause, if any.
- j. Cumulative value of all billings to date by cost incurred and fixed fee billed.

4. For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The COR will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. Complete concurrence with the contractor billing will be evidenced by the COR completion of the Contract Invoice Review Form and forwarding of same by letter to DCAA. If the examination of the invoice by the COR raises a question regarding the allowability, allocation, or reasonableness of cost(s) under the contract terms, the COR shall advise DCAA of the nonconcurrence or partial concurrence by transmittal letter, including the Contract Invoice Review Form. In the case of partial concurrence by the COR of contractor billing, the COR shall advise DCAA in his/her transmittal letter and applicable Contract Invoice Review Form of that portion with which he takes exception. The contractor will be required to resolve billing discrepancy with the COR and to submit to the COR a separate invoice/voucher, (six copies) covering the disputed portion only. If the COR approved this separate invoice/voucher, the COR will sign and complete a Contract Invoice Review Form and forward by letter to the DCAA.

5. Upon receiving notification from the COR of unresolved exceptions taken, DCAA may, after informal discussions as appropriate, issue a Notice of Contract Costs Suspended and/or Disapproved (DCAA Form 1) simultaneously to the contractor and disbursing officer, with a copy to the Contracting Officer for deduction/offset from current payments.

6. If the contractor disagrees with a deduction or offset, the contractor may submit a written request to the Contracting Officer to consider whether the unreimbursed costs should be paid. The Contracting Officer shall discuss the findings with the contractor and shall advise the contractor of the results in writing. If the contractor disagrees with the findings of the Contracting Officer, the contractor may file a claim under the Disputes clause.

7. A copy of all forwarding letters (COR to DCAA), invoice/voucher and signed Contract Invoice Review Form shall be sent to the Administering Contracting Officer. A copy of the forwarding letter only shall be sent to the contractor.

8. The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement.

9. The COR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR):
---

NAME: Ms. Patricia L. Reed

CODE: Code: 343

ADDRESS: \_\_\_\_\_

***(TO BE COMPLETED AT CONTRACT AWARD.)***

DEFENSE CONTRACT AUDIT AGENCY (DCAA):
---------------------------------------

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

***(TO BE COMPLETED AT CONTRACT AWARD.)***

10. The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and sending them to the Contracting Officer or his/her designated representative, and issuing DCAA Forms 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

11. The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Forms 1 on any cost when there is reason to believe it should be suspended or disallowed.

12. No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the "Prompt Payment" clause of this contract (FAR 52.232-25).

13. For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the "Prompt Payment" clause of this contract (FAR 52.232-25) is changed from 7 days to 30 days.

### **G-504 FOR DCMAO USE ONLY (86AUG)**

The representative of the Procuring Contracting Officer listed below is for DCMAO use only:

Name: Kendra M. Blanks Code: 1113KB

Telephone: (803) 974-5924

### **G-513 SECURITY REQUIREMENTS AND ADMINISTRATION (89JUL)**

Contractor shall have a security clearance of SECRET as designated on Contract Security Classification Specification, DD Form 254, included as Exhibit C. hereof.



The Commander, Defense Investigative Service, Director of Industrial Security, \_\_\_\_\_ Region is designated Security Administrator for the purpose of administering all elements of military security hereunder.

Distribution of the Contract Security Classification Specification is in accordance with Paragraph 17 of the DD Form 254.

***(TO BE COMPLETED AT CONTRACT AWARD.)***

#### **G-514 PROPERTY ADMINISTRATOR (89JUL)**

NISE East, Code: 132 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract requirements and the provisions of Federal Acquisition Regulation Section 45.5 with respect to the control of Government Property.

#### **G-516 ACCOUNTING AND APPROPRIATION DATA FOR THE GUARANTEED MINIMUM QUANTITY (89JUL)**

The accounting and appropriation data for the minimum quantity specified for the contract under clause B-108, entitled "Minimum and Maximum Quantities" is set forth below.

ACR:AA

***(TO BE COMPLETED AT CONTRACT AWARD.)***

#### **G-600 CONTRACT ADMINISTRATION PLAN**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data;
  - b. Freedom of Information inquiries;
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document;
  - d. Arranging the post award conference (See FAR 42.503);
  - e. Subcontract approval; and
  - f. Exercising of options and execution of contract extensions.

Name: Code: 1113  
 Address: NISE East  
P.O. Box 190022  
N. Charleston, SC 29419-9022  
 Phone: (803) 974-5916

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

***(TO BE COMPLETED AT CONTRACT AWARD.)***

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract, prior to final payment to the contractor.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

***(TO BE COMPLETED AT CONTRACT AWARD.)***

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

***(TO BE COMPLETED AT CONTRACT AWARD.)***

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent Government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract, or, in the case of a delivery/task order, until the Ordering Officer has issued a modification to the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT, WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: Code: 343, Ms. Patricia L. Reed  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
***(TO BE COMPLETED AT CONTRACT AWARD.)***

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

6. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

Activity: Code: 1113, NISE East (ATTN: \_\_\_\_\_)  
 Address: P.O. Box 190022  
N. Charleston, SC 29419-9022  
 Phone: (803) 974-\_\_\_\_\_  
***(TO BE COMPLETED AT CONTRACT AWARD.)***

**G-611 CONTRACT ADMINISTRATION FOR THE CONTRACTOR (AWARD) (89JUL)**

The following representative of the contractor shall be contacted for contract administration purposes:

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 TELEPHONE NO.: \_\_\_\_\_

**G-623 REPORTS REQUIRED (84APR)**

The contractor shall advise the Contracting Officer (Code: 1113, NISE East, Charleston, SC), at the end of every six (6) months the total quantity of each item on which orders were placed. The report shall be in the same format and order as the contract items are listed and shall be submitted within fifteen (15) days after the end of each six (6) month period. Each report shall reference the contract number.

**PART I**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H-204 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(a) The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**H-402 CONTRACTOR IDENTIFICATION**

1. Contractor employees must be clearly identifiable while on Government property, wearing appropriate badges identifying the name of their employer.
2. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

**H-403 PLANT ACCESS TO CONTRACTORS' FACILITIES BY GOVERNMENT PERSONNEL**

The Government Contracting Officer's Representative (COR) and/or other authorized Government personnel shall be allowed access to the contractor's plant in which work under this contract is being performed during normal working hours, as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402.

**H-407 SECURITY WARNING**

This contract, or job orders hereunder, may contain, or in the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18 U.S.C., Sections 793 and 794. The transmission or the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

**H-408 SECURITY OFFICER**

The work to be performed under this contract as delineated in the DD Form 254, Exhibit C hereto, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the clause FAR 52.204-2 "Security Requirements", the contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD INST 5220.22-M); and, (3) assure compliance with any written instructions from the Security Officer, Code 0A1JK, NCCOSC NISE EAST, North Charleston, SC 29406-6504.

**H-410 APPLICATION OF PATENT INDEMNITY**

The Patent Indemnity Clause (FAR 52.227-3) (APR 1984) incorporated in Section I of this contract applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market, or that are the same as such supplies or services with relatively minor modifications.

**H-411 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT  
(89JUL)**

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

**H-414 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY**

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD 1149) the contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the NISE East Property Administrator, Code 132.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the NISE East Property Administrator, Code 132, at which time disposition instructions will be provided.

At the time of the contractor's regular annual inventory, the contractor will provide the PCO, via the NISE East Property Administrator, Code 132, a copy of the physical inventory listing.

**H-415 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED  
PROPERTY**

This contract contains clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized by this document alone. Such property may be acquired only upon receipt of a fully executed task order or task order modification that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the contractor without a task order or task order modification authorizing such acquisition, is done so at the contractor's own risk.

CAUTION: The clause prohibits the acquisition of Information Technology (IT) resources as defined in FAR Part 39, Appendix A.

#### **H-416 SUBMISSION OF DD FORM 1662, DOD PROPERTY IN THE CUSTODY OF CONTRACTOR**

The contractor shall provide a duplicate of the DD Form 1662 to the NISE East Property Administrator, Code 132, by 15 November of the current fiscal year.

#### **H-421 WORK WEEK**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at NISE East is Monday through Friday, 7:30 a.m. to 4:00 p.m. Work at this Government installation shall be performed by the contractor within the normal work hours at NISE East, unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at NISE East must work during the normal work week. Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are covered by the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours per week.

**H-424 LIABILITY INSURANCE (COST TYPE CONTRACTS) (84APR)**

The following types of insurance are required in accordance with the clause entitled "Insurance - Liability to Third Persons" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
2. Automobile Insurance: \$200,000 per person and \$500,000 per occurrence for property damage. Comprehensive form of policy is required.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

The contractor shall furnish to the Contracting Officer a certificate or written statement of insurance prior to commencement of work under the contract. The contract number shall be cited on the certificate of insurance.

**H-437 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

If performance of any work under this contract is required at a NISE East facility, the contractor shall contact the NISE East Safety and Environmental Office, Code 0A2, prior to performance of ANY work under this contract.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing, (b) are familiar with all relevant emergency procedures should an accident occur, and (c) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the NISE East facility where work is performed.

**H-440 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (89JUL)**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.



**H-450 KEY PERSONNEL REQUIREMENTS (89JUL)**

(a) Certain skilled, experienced, professional, and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal.

The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

**H-453 CONTRACT DATA REQUIREMENTS - TASK/DELIVERY ORDERS**

The data items shown on the DD 1423, Contract Data Requirements List, or included in the Statement of Work, are either known data requirements or a general description of the data to be clarified or restated on each task order.

**H-522 ORGANIZATIONAL CONFLICT OF INTEREST -- SYSTEMS ENGINEERING AND TECHNICAL DIRECTION (WHEN EXTENUATING CIRCUMSTANCES EXIST) (92JAN)**

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The terms of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.



(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Government representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or service, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

#### **H-529 PROCEDURES FOR ISSUING ORDERS (ORDERS ISSUED BY DESIGNATED ORDERING OFFICER) (89JUL)**

(a) Ordering. This is a Cost Plus Fixed Fee, Indefinite Quantity type contract for engineering, technical, and logistic support services for shipboard and shore applications, as required by Code: 343, NISE East Detachment, Norfolk. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. Supplies or services to be furnished under this contract shall be furnished by the issuance of task orders on DD Form 1155. Orders shall be placed by the Ordering Officer, NISE East Code: 1113, P.O. Box 190022, N. Charleston, SC or his/her representative. Task orders shall contain the information in paragraph (b) below:

(b) Ordering Procedures.

(1) Task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed

N65236-97-R-0351

H-6

- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Spec), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed \$10,000.00.

(c) Modification of Task Orders. Task orders may be modified by the ordering officer. Modifications to task orders shall include the information set forth in paragraph (b) above, as applicable. Task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The contractor shall acknowledge receipt of any task order within one working day after receipt thereof.

(d) The cost plus fixed fee or ceiling amount for each task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the task order.

(e) Unilateral Orders. Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

#### **H-643 TIMEKEEPING RECORDS, SUBMITTAL OF (89JUL)**

For review and approval/disapproval, the contractor will periodically (as required) submit the signed timekeeping records of workers on the job to the person(s) or office(s) designated in the contract clause herein entitled "Surveillance of Services and Time Records."

#### **H-648001 TRAVEL REIMBURSEMENT, COST CONTRACTS (92 MAR) - ALTERNATE I**

Any travel necessary under the terms of the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. The contractor shall, as a minimum, provide the following information:

- a. Contract number and order number;
- b. Date, time, and place of proposed travel;
- c. Purpose of travel and how it relates to the contract;

N65236-97-R-0351

H-7

- d. Contractor's estimated cost of travel;
- e. Name(s) of individual(s) traveling; and
- f. A breakdown of estimated transportation and per diem charges.

**TRAVEL UNDER THIS CONTRACT IS ONLY AUTHORIZED IN THE DELIVERY/TASK ORDERS ISSUED BY THE ORDERING OFFICER OR A MODIFICATION THERETO.**

Costs for travel, subsistence and lodging shall be reimbursed the contractor only to the extent that overnight stay is necessary and authorized for performance of the services under this contract. Reimbursement for the costs of subsistence and lodging shall be considered to be a reasonable and allowable daily charge as compared to the maximum rates set forth in the---

- a. Federal Travel Regulations prescribed by the General Services Administration for travel in the contiguous 48 United States;
- b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States;
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b).

The application of the rates described above would not constitute a reasonable daily charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates would be required under these circumstances.

When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in each task order. The authorized per diem rate shall be the same as the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payment, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50 mile driving radius of the contractor's home facility.

Travel costs/personnel transportation other than described in the above paragraph, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract as authorized (in writing) by the Ordering Officer.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary

N65236-97-R-0351

H-8

to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

#### **H-651 CONTRACTOR TRANSITION PHASE-IN/PHASE-OUT SERVICES (90OCT)**

The contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. Upon expiration of this contract, a successor, either the Government or another contractor, may continue them. Therefore, the contractor agrees to (1) furnish phase-in/phase-out services as may be required and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in/phase-out services for up to sixty (60) days after the contract expires and (2) negotiate in good faith a plan with a successor. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The plan shall provide sufficient experienced personnel during the phase-in/phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The contractor cooperates fully by disclosing necessary personnel records and allowing the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date.

The price of the phase-in/phase-out period shall be negotiated between the contractor and the Government based on the period of performance, and established salaries, rates and profit not to exceed that negotiated under the basic contract.

#### **H-704 GOVERNMENT MODIFICATIONS OF CONTRACTOR SOFTWARE**

The Government retains the right to add, delete or change features or otherwise modify the contractor's software. In the event such modifications are effected the following provisions shall apply:

a. The Government shall notify the contractor in writing at least two weeks in advance of effecting the change/addition (and shall state the details of the change). Within one week after such notification, the contractor shall inform the Government in writing of additional costs involved for maintenance, changes involved for maintenance, changes involved for documentation or impact or warranty, if any would result from the described change. If such costs are identified, complete rationale justifying additional costs shall be provided to the Contracting Officer. If the contractor does not respond in writing within one (1) week the Government will assume that there is no impact on contract price or other terms, conditions and provisions, and shall proceed with the change.

b. In the event any modifications (additions, deletions or alterations of contractor software) are effected by the Government, the derivative package shall be protected by the Government as stated in DFARS 252.227-7014(b) to the extent such rights apply under this contract.

**H-705 PERPETUAL LICENSE**

In addition to other rights relating to computer software and technical data, the contractor grants the Government a permanent, world wide, royalty-free license to use, exploit, copy and distribute throughout the Government, this software and technical data delivered hereunder. In addition, the contractor grants the Government the right to modify the software or technical data for any purpose, at any time.

**PART I**  
**SECTION H REFERENCE CLAUSES**  
**SPECIAL CONTRACT REQUIREMENTS**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES**  
**PARAGRAPH                      CLAUSE TITLE & DATE**

252.242-7000 Post Award Conference (DEC 1991)

**PART II  
SECTION I  
CONTRACT CLAUSES**

**I-44 FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the offeror/contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

**I-118 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \* through \*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

***\*(TO BE COMPLETED AT CONTRACT AWARD - SEE CLAUSE F-587)***

**I-122 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

## **I-29 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the contractor within thirty (30) days prior to expiration, provided that the Government shall give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

## **I-137 FAR 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

a. By execution of a contract, the Small Business Administration (SBA) agrees to the following:

1. To furnish the supplies or services set forth in the contract according to the specification and the terms and conditions by subcontracting with the offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

2. Except for novation agreements and advance payments, delegates to the NISE EAST Division the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

3. That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

4. To notify the NISE EAST Division Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

5. That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

b. The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

c. The offeror/subcontractor agrees that it will not subcontract the performance of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of NISE East.

#### **I-138 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JAN 1997)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 8711 is specifically included in the offeror's approved business plan;

(2) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The offeror is in conformance with the business activity targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ (insert name of SBA's contractor) will notify the NISE EAST Division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **I-141 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \* or the overtime premium is paid for work--.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;



(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall----

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I-142 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In Compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage - Fringe Benefits
----------------	---------------------------------

<u>Electronics Tech. II</u>	<u>\$13.40</u>
<u>Drafter IV</u>	<u>\$13.96</u>
<u>Technical Writer</u>	<u>\$20.66</u>
<u>Word Processor II</u>	<u>\$10.06</u>
<u>Warehouse Specialist</u>	<u>\$10.93</u>

#### **I-146010 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Unless otherwise exempt, the contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, (including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA); or

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the contractor has certified an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The contractor shall notify the Contracting Officer; and

(2) The contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the contractor shall --

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### **I-147 FAR 52.227-3 PATENT INDEMNITY (APR 1984)**

(a) The contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is

now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

#### **I-165015 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)**

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the contractor is required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
- (flowdown not required for subcontracts awarded beginning May 1, 1996).

(d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I-182 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I-225 DFARS 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)**

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies, the following supplies are accorded duty-free entry:

---



---

**I-241 DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)***(a) Definitions.*

As used in this provision--

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour.  $(\$20 \times 40) \text{ divided by } 45 = \$17.78$ .

(b) For any hours proposed against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**I-300 NAPS 5252.210-9000 NOTICE TO OFFERORS-USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with Section 326 of Pub. L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below.

Class I ODS Identified

NONE

Specification/Standard

NONE

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**I-310 SUP 5252.216-9400 UNILATERAL UNPRICED ORDER (OCT 1995)**

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the Disputes clause.

**PART II**  
**SECTION I**  
**CONTRACT CLAUSES**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**PARAGRAPH                      CLAUSE TITLE & DATE**

52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995) - ALTERNATE I (OCT 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-2	Security Requirements (AUG 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-23	Price Reduction for Defective Cost or Pricing Data--Modifications (OCT 1995)
52.215-25	Subcontractor Cost or Pricing Data--Modifications (OCT 1995)
52.215-33	Order of Precedence (JAN 1986)
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (MAR 1996)
52.216-7	Allowable Cost and Payment (MAR 1997)
52.216-8	Fixed Fee (MAR 1997)
52.217-8	Option to Extend Services (AUG 1989)
52.219-6	Notice of Total Small Business Set-Aside (JUL 1996)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 1995)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.222-41	Service Contract Act of 1965, as Amended (MAY 1989)
52.223-2	Clean Air and Water (APR 1984)
52.223-6	Drug-Free Workplace (JAN 1997)
52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-14	Rights in Data--General (JUN 1987)
52.228-7	Insurance--Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1996)
52.230-5	Cost Accounting Standards--Educational Institution (APR 1996)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-20	Limitation of Cost (APR 1984)



**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES (CONTINUED)****PARAGRAPH                      CLAUSE TITLE & DATE**

52.232-22      Limitation of Funds (APR 1984)  
52.232-23      Assignment of Claims (JAN 1986)  
52.232-25      Prompt Payment (MAY 1997)  
52.232-33      Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)  
52.233-1      Disputes (OCT 1995)  
52.233-1      Disputes (OCT 1995) - ALTERNATE I (DEC 1991)  
52.233-3      Protest after Award (AUG 1996)  
52.233-3      Protest after Award (AUG 1996) - ALTERNATE I (JUN 1985)  
52.237-2      Protection of Government Buildings, Equipment, and Vegetation (APR 1984)  
52.237-3      Continuity of Services (JAN 1991)  
52.242-1      Notice of Intent to Disallow Costs (APR 1984)  
52.242-3      Penalties for Unallowable Costs (OCT 1995)  
52.242-13      Bankruptcy (JUL 1995)  
52.243-2      Changes--Cost-Reimbursement (AUG 1987)  
52.243-2      Changes--Cost-Reimbursement (AUG 1987) - ALTERNATE II (APR 1984)  
52.244-2      Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)  
52.244-2      Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997) - ALTERNATE I (AUG 1996)  
52.244-5      Competition in Subcontracting (DEC 1996)  
52.245-5      Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)  
52.246-25      Limitation of Liability--Services (FEB 1997)  
52.248-1      Value Engineering (MAR 1989)  
52.249-6      Termination (Cost-Reimbursement) (SEP 1996)  
52.249-14      Excusable Delays (APR 1984)  
52.251-1      Government Supply Sources (APR 1984)  
52.253-1      Computer Generated Forms (JAN 1991)

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES****PARAGRAPH                      CLAUSE TITLE & DATE**

252.201-7000      Contracting Officer's Representative (DEC 1991)  
252.203-7000      Statutory Prohibition on Compensation to Former Department of Defense Employees (NOV 1995)  
252.203-7001      Special Prohibition on Employment (NOV 1995)  
252.203-7002      Display of DoD Hotline Poster (DEC 1991)  
252.204-7002      Payment for Subline Items Not Separately Priced (DEC 1991)  
252.204-7003      Control of Government Personnel Work Product (APR 1992)  
252.205-7000      Provision of Information to Cooperative Agreement Holders (DEC 1991)  
252.209-7000      Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)  
252.215-7000      Pricing Adjustments (DEC 1991)  
252.223-7004      Drug-Free Work Force (SEP 1988)  
252.223-7006      Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)  
252.225-7001      Buy American Act and Balance of Payments Program (JAN 1994)  
252.225-7002      Qualifying Country Sources as Subcontractors (DEC 1991)  
252.225-7009      Duty-Free Entry--Qualifying Country End Products and Supplies (DEC 1991)  
252.225-7012      Preference for Certain Domestic Commodities (NOV 1995)  
252.225-7016      Restriction on Acquisition of Antifriction Bearings (NOV 1995)  
252.225-7025      Foreign Source Restrictions (APR 1993)  
252.225-7026      Reporting of Contract Performance Outside the United States (NOV 1995)  
252.225-7031      Secondary Arab Boycott of Israel (JUN 1992)  
252.227-7010      License to Other Government Agencies (AUG 1984)  
252.227-7013      Rights in Technical Data--Noncommercial Items (NOV 1995)  
252.227-7014      Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)  
252.227-7016      Rights in Bid or Proposal Information (JUN 1995)  
252.227-7017      Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES (CONTINUED)****PARAGRAPH                      CLAUSE TITLE & DATE**

252.227-7019 Validation of Asserted Restrictions--Computer Software (JUN 1995)  
 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988)  
 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)  
 252.227-7030 Technical Data--Withholding of Payment (OCT 1988)  
 252.227-7036 Certification of Technical Data Conformity (MAY 1987)  
 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995)  
 252.231-7000 Supplemental Cost Principles (DEC 1991)  
 252.232-7006 Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)  
 252.233-7000 Certification of Claims and Requests for Adjustment or Relief (MAY 1994)  
 252.242-7002 Submission of Commercial Freight Bills for Audit (DEC 1991)  
 252.243-7000 Engineering Change Proposals (MAY 1994)  
 252.243-7000 Engineering Change Proposals (MAY 1994) - ALTERNATE I (MAY 1994)  
 252.245-7001 Reports of Government Property (MAY 1994)  
 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991)  
 252.251-7000 Ordering From Government Supply Sources (MAY 1995)



**PART III**  
**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J-1 LIST OF ATTACHMENTS AND EXHIBITS**

<b><u>ATTACH NO.</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
01	Proposal Cover Sheet, SF 1448	10-95	1
02	Sample Resume Format	N/A	2
03	Contractor Performance Data Sheet	N/A	7
04	Experience Matrix Form	N/A	1
05	Wage Determination (No. 94-2544, Rev. 14)	07-97	9

<b><u>EXHIBIT NO.</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
A	Contract Data Requirements List, DD Form 1423	4/14/97	3
B	Data Item Descriptions, DD Form 1664	4/14/97	3
C	Department of Defense Contract Security Classification Specification, DD Form 254	12/16/96	3

**PART IV  
SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR  
QUOTERS**

**K-43 FAR 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity'

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K-95 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declare ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.*

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact, upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K-115 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The offeror or quoter, by *checking the applicable box*, represents that--

(a) It operates as a [ ] corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture, or a corporation, registered for business in [country].

#### **K-118 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[Offeror list names, titles, and telephone numbers of the authorized negotiators in the space provided below:]*

<i>NAME</i>	<i>TITLE</i>	<i>TELEPHONE #</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### **K-120 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (*offeror check as applicable*) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance  
(Street or Address, City,  
County, State, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
Facility of Other than Offeror or Quoter

*(Offeror fill in information in space provided below)*


### **K-130 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is \$20.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(b) Representations.**

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)* The offeror represents as part of its offer than it [ ] is, [ ] is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)* The offeror represents as part of its offer than it [ ] is, [ ] is not a women-owned small business concern.

**(c) Definitions.**

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 123.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set-aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

## **K-152 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that-

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-155 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-163 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

**K-164 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **K-185 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and delivery form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data -- General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

#### **REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (*offeror check appropriate block*)-

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data - General."



## **K-190 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by CFR Subpart 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

*CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.*

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.*

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately

preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

#### **K-209 DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)**

##### *(a) Definitions.*

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S. C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

**K-219 DFARS 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (DOD CONTRACTS) (APR 1994)**

## (a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern that is owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113 respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals.
- (3) Whose management and daily business operations are controlled by one or more such individuals.

## (b) Representations.

Check the category in which your ownership falls--

[     ] Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

[     ] Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, N65236-97-R-0351

Republic of the Marshall Islands, or the Federated States of Micronesia).

☐ Black American (U.S. Citizen)

☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)

☐ Individual/concern, other than one of preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) Certification.

Complete the following--

(1) The offeror is ☐, is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ☐, has not ☐ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made such a determination, the date of the determination was \_\_\_\_\_ and the offeror--

☐ was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

☐ was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification.

Notify the Contracting Officer before award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-225 DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS  
PROGRAM CERTIFICATE (DEC 1991)**

(a) Definitions

"Domestic end product," "qualifying country end product" and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been, produced or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If Known)</u>
_____	_____
_____	_____
_____	_____

## **K-247 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

[     ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[     ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## **K-534 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL**

The contractor represents that he does [     ], does not [     ], now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. *(Include the names of such persons and the Naval activity which employs them.)*

## **K-536 ASBESTOS CERTIFICATION (82JUL)**

The offeror certifies that this offer does [     ], does not [     ], provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include fibrous and non-fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "Materials Containing Hazardous Asbestos" is defined as including all materials in such a fashion as to expose Navy or contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled. For example, any contract or order requiring purchase or use of asbestos insulation is within this definition. A contract or order for a complex item such as a large valve is not within this definition even though the valve may contain a gasket stamped out of asbestos; however, a contract or order for the asbestos gasket itself is within the definition, since handling of the gasket in the course of putting it to use may release fiber into the air.

## **K-694 ADDRESS TO WHICH PAYMENT SHALL BE MAILED (89JUL)**

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

(address)\_\_\_\_\_

**PART IV**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR**  
**QUOTERS REFERENCE CLAUSES**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**PARAGRAPH**                      **CLAUSE TITLE & DATE**

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
52.211-6	Listing of Other Than New Material, Residual Inventory and Former Government Surplus Property (May 1995)
52.222-21	Certification of Nonsegregated Facilities (APR 1984)
52.223-5	Certification Regarding A Drug-Free Workplace (JUL 1995)

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES**

**PARAGRAPH**                      **CLAUSE TITLE & DATE**

252.209-7003	Disclosure of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)
252.209-7004	Reporting of Commercial Transactions with the Government of a Terrorist Country (SEP 1994)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)



**PART IV  
SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L-87 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE  
USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a       DX rated order;   X DO rated order       certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

**L-133 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding Officer  
Naval Command, Control and Ocean Surveillance Center  
In-Service Engineering, East Coast Division (NISE East)  
P.O. Box 190022  
Code 1113  
North Charleston, SC 29419-9022

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-151 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**L-310 SUP 5252.210-9400 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS  
(UDIDS) AND DATA ITEM DESCRIPTIONS  
(DIDs) (JAN 1992)**

(a) Ordering Procedures for Acquisition Management System And Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Defense Printing Service Detachment Office (DPS), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistant Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD

Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

(1) Customer number or Commercial And Government Entity (CAGE) number

(2) Complete mailing address

(3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)

(4) The quantity of documents desired (The maximum quantity issued per item is five (5))

Mail orders to: DODSSP, Standardization Document Order Desk  
700 Robbins Avenue, Bldg. 4D  
Philadelphia, PA 19111-5094

Fax orders to: (215) 697-2978

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off date for orders are 1 July, 1 October, 1 January and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. DPS supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

### **L-315 NAPS 5252.215-9000 SUBMISSION OF COST OR PRICING DATA (NOV 1987)**

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

### **L-333 SUP 5252.237-9403 LABOR CATEGORY IDENTIFICATION (JAN 1992)**

The offeror shall submit the following information:

(a) For each category of labor specified by the Government in Section B, the offeror shall identify the corresponding company labor category/categories.

(b) For each company labor category identified, the offeror shall define and specify below the minimum qualifications/experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract.

Company Labor Categories

Minimum Qualifications

---



---



---



---



---



---

**L-345 SUP 5252.245-9406 USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (JAN 1992)**

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

**L-405 FACILITIES CAPITAL COST OF MONEY**

If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital and Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations shall be submitted with the forms.

**L-422 COST MATRIX**

(a) All offerors, including their subcontractors (if any), are to submit the current actual unloaded direct labor rates for all proposed personnel, both resumed and non-resumed. If not currently employed, provide the proposed unloaded rate and a letter of commitment signed by the proposed employee stating their proposed unloaded rate. In addition, all offerors, including subcontractors, are to provide the estimated hours per proposed individual and the primary areas of the Statement of Work covered by the proposed individual. The above information shall be submitted in exact accordance with the following matrix:

EXAMPLE FOR RESUMED PERSONNEL

<u>Name of Individual</u>	<u>RFP Labor Category</u>	<u>Actual Direct Hourly Rate</u>	<u>Offeror's Category</u>	<u>Est. Hours Per Person</u>	<u>% Total Hrs Est.</u>	<u>Area of Sow</u>
Bob Smith	Systems Analyst	18.20	Analyst I	400	28.5%	2.1.1 2.1.2

N65236-97-R-0351

L-3

EXAMPLE FOR NON-RESUMED PERSONNEL

<u>RFP Labor Category</u>	<u>Actual Direct Hourly Rate</u>	<u>Offeror's Category</u>	<u>Est. Hours Per Person</u>	<u>% Total Hrs Est.</u>	<u>Area of Sow</u>
Systems Analyst	18.20	Analyst I	400	28.5%	2.1.1 2.1.2

(b) Do not submit average or composite rates. Current, actual unloaded rates are to be submitted for each individual proposed. Actual hourly rates submitted shall be derived by dividing the proposed individual's actual salary by 2080 hours per year, which is based on a 40-hour work week. Any uncompensated overtime proposed shall be clearly identified in the matrix, and will be evaluated in accordance with the Clause titled Uncompensated Overtime Evaluation in Section M of this solicitation.

(c) List the major areas of the Statement of Work (SOW) that will be performed by each individual proposed.

(d) All resumed personnel and categories to be utilized in the performance of the proposed contract shall be included in the above matrices. All hours proposed shall be accounted for in the above matrices.

#### **L-424 OTHER DIRECT COST**

a. The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Total Estimated Amount</u>
1. Material	<u>\$4,995,400.00</u>
2. Travel/Per Diem	<u>\$2,398,640.00</u>
3. Shipping/Repro./ Misc. Incidentals	<u>\$ 399,600.00</u>

b. Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

c. If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

d. The offeror shall propose any ODC categories it anticipates will be incurred during the performance of the resulting contract. If the offeror proposes additional categories, it shall propose the associated cost and provide the detailed basis for the additional categories/cost.

(Note: Given the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.)

e. Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

f. Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

#### **L-425 UNREASONABLY LOW HOURLY RATES/RISK ASSESSMENT**

Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score. Discussions may be held with offerors proposing unrealistically low rates (if the offeror is in the competitive range) and such offeror will be required to:

- (a) demonstrate an understanding of the requirement for which unrealistically low rates are proposed;
- (b) address the ability to provide the caliber of labor required;
- (c) understand that the Government fully expects to order the effort under the low priced rate categories and that the offeror's performance will be carefully assessed to ensure that the appropriate caliber of support was provided.

#### **L-426 LABOR COMPENSATION PLANS FOR PROFESSIONAL EMPLOYEES**

Proposals that include hourly rates for exempt employees which are based on more than a 2080 hour workyear shall be identified as Uncompensated Overtime, defined in DFARS 252.237-7019, incorporated by reference herein, and evaluated in accordance with the Uncompensated Overtime Evaluation clause in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Work Week).

If the offeror decides to include uncompensated effort in his proposal, the following requirements shall be met and reflected in the proposal:

- (a) The offeror must have an established cost accounting system, approved by the Defense Contract Audit Agency (DCAA) which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.
- (b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 413.
- (c) The proposal shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort which will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its' employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour work week or a 2080 hour standard year. **IT IS THIS COST BREAKDOWN WHICH WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.**

(h) The requirements stated in paragraphs (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

#### **L-427 PROPOSAL OF FIXED FEE POOL ON INDEFINITE DELIVERY TYPE CONTRACTS**

Prime contractor proposals shall, as a minimum, separately identify the cost and fee of each subcontractor proposal. Additionally, the prime contractor shall propose two fee amounts: (1) the prime contractor fee on subcontractor total cost (including fee) and consultant total cost, and; (2) the prime contractor fee on prime contractor cost. The sum of these two fee amounts plus the subcontractor(s) fee comprises the proposed fixed fee pool. Cost proposals shall be submitted in the following format:

Prime Contractor Labor  
 Prime Contractor Overhead  
 Other Direct Costs (ODCs)  
     Material  
 Subcontractor A Total Cost (No Fee)  
 Subcontractor B Total Cost (No Fee)  
 Subcontractor C Total Price (Non-fee bearing)\*  
 G & A  
     SUBTOTAL (Total Cost)

Subcontractor Fee  
     Subcontractor A Fee  
     Subcontractor B Fee  
 Prime Fee on:  
     Subcontractor A Cost & Fee  
     Subcontractor B Cost & Fee

Material  
Material Handling

Total Proposed (Total Cost + Fee Pool)

\*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For technical evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause entitled "Fee Determination and Payment (IDTC)."

\*\*For additional information on fee determination and payment from the fixed fee pool refer to clause B-6.

## **L-620 DRAWINGS AND/OR SPECIFICATIONS MAY BE RETAINED (84OCT)**

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

## **L-622 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (92JAN)**

This solicitation contains a clause on Organizational Conflict of Interest which is to appear in any contract awarded hereunder. The language of the clause and the application of FAR Subpart 9.5 to this procurement are, however, subject to negotiation prior to submission of best and final offers.

## **L-630 PROPOSAL REQUIREMENTS (JAN 1992) (NAVSUP)**

### **General Requirements**

In addition to all other requirements of this solicitation, each offeror shall demonstrate, by means of a detailed "Other Factors" Proposal and a "Level of Confidence Assessment Rating" (LOCAR), the offeror's experience and qualifications in each of the areas indicated under Section M - Evaluation Factors for Award.

Each volume of the proposal shall be presented in separately bound standard binders. Content is more important than quantity. Pages are to be typewritten on standard letter size paper (8-1/2" X 11") with no less than double line spacing, using a font size of standard 12 point. Fold out pages are permitted for charts/tables only. Proposals are to be neat, legible, and orderly. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper bindings, and expensive visual or other presentation aids are not necessary. (Note: Reference FAR clause 52.215-7, regarding unnecessarily elaborate contractor proposals, incorporated by reference in Section L.)

Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specifications, terms, and conditions of this solicitation shall be explained in detail, and set forth in the Other Factors Proposal, as well as in a cover letter to the Other Factors Proposal. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

N65236-97-R-0351

L-7

### **Proposal Organization**



Proposals shall be submitted in **three** volumes (parts); one volume containing the “Other Factors” proposal, one volume containing the “Level of Confidence” data, and the other volume containing the “Business” proposal.

**The original and six copies of the Other Factors Proposal, the original and six copies of the Level of Confidence data, and the original and two copies of the Business Proposal shall be submitted to: Contracting Officer, Code 1113KB, Contracts Division, NISE East, P.O. Box 190022, North Charleston, SC 29419-9022.** These are considered the official copies and are subject to the “Late Submissions, Modifications and Withdrawal of Proposals” clause, FAR 52.215-10 (incorporated by reference in Section L).

**CAUTION: NO COPIES OF ANY PROPOSAL VOLUMES SHALL BE FURNISHED TO NISE EAST TECHNICAL CODES.**

**IMPORTANT NOTE -- DELIVERY OF OFFERS**

(a) **MAILED OFFERS**: Mailed offers are to be submitted to the Contracting Officer, Code 1113KB, Contracts Division, NISE East, P.O. Box 190022, North Charleston, SC 29419-9022, as indicated above.

(b) **EXPRESS MAIL/COMMON CARRIER**: Common carrier (e.g., Federal Express, United States Parcel Service, etc.) offers are to be submitted to the Receiving Officer, NISE East, 1639 Avenue ‘B’ North, North Charleston, SC 29405-1639, Mark For Code 1113KB, Contracts Division.

(c) **HAND-CARRIED OFFERS**: Hand-carried offers are to be delivered in person by a representative of the offeror to the following location:

NISE East  
Contracts Division, Code 1113KB  
Bldg. 3147  
One Innovation Drive  
Naval Weapons Station  
Hanahan, SC 29406

**Proposal Format**

The offeror shall submit its proposal in the following indexed format:

a. Title: **OTHER FACTORS PROPOSAL** (VOLUME I)

TAB A      Program Understanding/Technical Approach

TAB B      Personnel Qualifications

TAB C      Program Management Plan

TAB D      Facility Information

b. Title: **LEVEL OF CONFIDENCE DATA** (VOLUME II)



TAB A Corporate Experience [*including Experience Matrix (Attachment 04)*]

TAB B Involvement

TAB C Past Performance Information [*including Contractor Performance Data Sheet and Contract Information (Attachment 03)*]

c. Title: **BUSINESS PROPOSAL** (VOLUME III)

TAB A Signed and Completed “Original” Solicitation

TAB B Cost Proposal

TAB C Letters of Commitment

TAB D Total Professional Employees Compensation Plan

**Failure to submit complete information in the manner prescribed above for either the Other Factors Proposal, Level of Confidence Data, or Business Proposal may be considered a “no response” and may result in the exclusion of the proposal from further consideration.**

<b>OTHER FACTORS PROPOSAL CONTENT</b>	<b>(VOLUME I)</b>
---------------------------------------	-------------------

See clause L-631 below.

<b>LEVEL OF CONFIDENCE DATA</b>	<b>(VOLUME II)</b>
---------------------------------	--------------------

See clause L-632 below.

<b>BUSINESS PROPOSAL CONTENT</b>	<b>(VOLUME III)</b>
----------------------------------	---------------------

The Business Proposal shall contain:

(1) **Cost Proposal.** The offeror’s shall return a completed, signed and dated, original copy of the solicitation with all amendments acknowledged. The cost proposal shall be submitted in accordance with Section B set forth in this solicitation. All cost information shall be included in the cost proposal. Information other than cost or pricing data is required to support price reasonableness and/or cost realism. Attachment 01 provides a Standard Form 1448 (Proposal Cover Sheet) for use by offerors to submit information other than cost or pricing data. The information submitted shall be at the level described below:

**INFORMATION OTHER THAN COST AND PRICING DATA REQUIREMENTS:**

Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for N65236-97-R-0351 L-9 determining the reasonableness of the pricing. To assist in determining whether the prices proposed in your

offer, under this solicitation, are “fair and reasonable”, your cooperation is requested in submitting a cost breakdown of the labor rates proposed.

For each labor category specified in Section B (Base Year and each Option Year), the cost breakdown should contain the following information, at a minimum:

1. Base Wage Rate (*include information on how composite rates are developed*)
2. Overhead Rate
3. General and Administrative Expense
4. Other Cost
5. Profit
6. Total Labor Rate, as proposed

A SEPARATE BREAKDOWN SHALL BE PROVIDED ON THE FRINGE BENEFITS, WHETHER OR NOT THEY ARE INCLUDED IN THE OVERHEAD RATE.

Offerors are to identify any other additional costs that may be associated with performance and which are not already included in the Government’s identified Other Direct Cost or in the offeror’s indirect cost rates. The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror’s approved cost accounting practices, as disclosed in the Offeror’s Disclosure Statement.

The cost breakdown should also include the Other Direct Cost (ODC) specified in Section B, for which estimated amounts are shown, including any applicable loading factors at the prime and at the subcontractor/individual team member level. The cost breakdown shall indicate the offeror’s total estimated proposed price for each year and cumulative for all years.

Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

**(2) Letters of Commitment** (reference Section II of the “Other Factors Proposal Content”)

The offeror shall provide Letters of Commitment from its CURRENT employees that state that they will remain employed by the offeror and will work on the resulting contract, at the required place(s) of performance, if awarded to the offeror. Letters of Commitment must be submitted for CONTINGENT hires, which are defined as person(s) who are not currently employed by the offeror, but who have executed binding Letter(s) of Commitment for employment with the offeror, contingent upon contract award, at the required place(s) of performance.

The Letters of Commitment shall be identified by Resume Number, and shall contain the proposed employee’s signature. A signature of the employee on the resume form is considered insufficient. The Letter of Commitment must reflect that agreement has been reached on salary, benefits, and position (*actual salary amount and benefits are not required in the Letter of Commitment*).

Offerors are reminded that Letters of Commitment must be current, and offerors are responsible for conforming their offer to reflect changes in the status of any contingency hire or current employee, which makes his/her prior commitment suspect (i.e., death, illness, relocation, acceptance of other employment, etc.).

(3) **Total Professional Employees Compensation Plan.** The Total Professional Employees Compensation Plan shall be submitted in accordance with the information listed below. Individual plans will be evaluated in accordance with FAR Clause 52.222-46 of this solicitation. The plan is required on both key and non-key professional (exempt) employees. The offeror shall indicate which proposed employees, under any resulting contract, will be eligible for which of the benefits, and at what benefit level. The offeror shall include, but not be limited to, the following:

(a) **Section I - Salaries.** The offeror shall submit proposed annual salaries for each category of professional employee to perform under the contract. The annual salaries shall be delineated for each year of performance specified in the contract (including options). If less than forty (40) hours per week are worked, hours and hourly rates shall be specified. The salaries proposed shall track back to the cost proposal submitted under Volume III, paragraph (1), above. In addition, the total estimated annual hours and total estimated hours to be worked under the contract shall be included.

(b) **Section II - Fringe Benefits.** The offeror shall submit proposed fringe benefits for professional employees to perform under the contract. The offeror shall specify each benefit proposed and also specify the percentage of the proposed fringe benefits to the proposed annual salary.

(c) **Section III - Supporting Documentation.** In addition, the offeror shall submit supporting documentation/information for (a) and (b) above, which includes data such as recognized national and regional compensation surveys and studies of professional, public, and private organizations, used in establishing the proposed total compensation structure. (Reference FAR Clause 52.222-46 of this solicitation.)

(d) **Section IV - Other.** The offeror may provide any other information deemed necessary.

OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL EMPLOYEES COMPENSATION PLAN, AS OUTLINED ABOVE, MAY CAUSE:

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal.

All offerors, proposing under this solicitation, hereby assume the total responsibility of submitting the above plan, and the total risk that may result from failure to submit the plan, as outlined above.

## **L-631 OTHER FACTORS PROPOSAL (84APR)**

### **General Guidelines for Content**

The Other Factors Proposal shall be sufficient to enable technical acquiring personnel to make a thorough and complete evaluation, and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. To facilitate this evaluation, the Other Factors Proposal shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and the management and technical problems inherent in, the requirements of the solicitation.

Each proposal must be sufficiently complete to demonstrate an understanding of and an ability to comply with all the requirements referenced in the applicable Request for Proposal (RFP) , performance specification, and the statement of work. Clarity, completeness, and conciseness are essential and the quality of the proposal will be evaluated in the context of being representative of the offeror's product.

In preparing the proposal, emphasis should be placed on brief, complete, and factual data in (at a minimum) the areas which are set forth in the Request for Proposal. Maximum use should be made of tables and information summaries in describing the proposed efforts.

Statements that the offeror understands, can, or will comply with all specifications and statements paraphrasing the specifications or parts thereof are considered insufficient. Phrases, such as "standard procedures will be employed" or "well known techniques will be used", etc., will be considered insufficient.

**NOTE: THE "OTHER FACTORS" TECHNICAL PROPOSAL SHALL BE LIMITED TO TWO HUNDRED (200) PAGES. ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE OTHER FACTORS PROPOSAL AND IN A COVER LETTER TO THE OTHER FACTORS PROPOSAL.**

The Other Factors Proposal shall consist of the information specified for each evaluation factor and subfactor listed below. **No cost or pricing information shall be included in the Other Factors Proposal.**

### **Format**

The Other Factors Proposal shall be presented in the following format:

- Cover Letter
- Introduction
- Table of Contents
- Executive Summary
- Section I - Program Understanding/Technical Approach
- Section II - Personnel Qualifications
- Section III - Program Management Plan
- Section IV - Facility Information

Information to be provided in each section is detailed below. If the offeror considers it necessary, additional information considered pertinent may be addressed in a General Introduction following the Executive Summary.

### **Contents**

#### **(a) Cover Letter and Table of Contents**

Although a cover letter is not required, if the offeror chooses to submit one, it should be submitted to the Contracting Officer with a copy placed at the beginning of the Other Factors Proposal Volume. A table of contents should be provided after the cover letter or title page listing the chapters, sections, subsections, page numbers, etc. Page numbers should be given throughout the Other Factors Proposal Volume.

(b) **Introduction**

This section should provide the following information concerning the company (or other business entity): date of founding; place of incorporation (if applicable); key corporate officers (if a corporation); parent firm (if a subsidiary) or other ownership (individual, partnership, other); location of home and field offices; location and summary description of facilities (if applicable); and, type of work in which the firm is engaged.

(c) **Executive Summary**

The Executive Summary will include a summary outline of the principle elements of the Other Factors proposal. It will abstract the technical information presented in the offeror's proposal and will be not more than three pages in length. It shall stand alone, contain no illustrations or tabular data, and shall not refer to any section within the body of the proposal. The Executive Summary shall also state the offeror's degree of willingness to devote resources to the proposed work, and shall delineate the availability of qualified, competent, and experienced technical and management personnel for the proposed program.

(d) **Evaluation Criteria**

(1) **Section I - Program Understanding/Technical Approach.** This section shall not exceed seventy-five (75) pages in length, but shall show that the offeror understands the specific and unique program requirements of the efforts, as outlined in the Statement of Work (SOW) tasks. For each of the SOW task areas, the offeror should address its technical approach regarding understanding, method, scheduling, personnel skill level, work-arounds, problems, and facilities, including the following:

(i) Demonstration of an understanding of the technical requirements through discussion of the work effort required, and how the offeror proposes to address these requirements.

(ii) Discussion of anticipated problems, solutions, and other elements that the offeror believes to be significant to the performance of the SOW task area.

(iii) Identification of any significant information/data/documentation that may be required; and likely sources.

(iv) Preparation of work flow diagrams(s).

(v) Identification and definition of the deliverable products(s).

(vi) A staffing plan for the SOW task area.

(2) **Section II - Personnel Qualifications.** The offeror shall provide current resumes for all personnel proposed, under each "key personnel" designated labor category, not to exceed three (3) pages each. The offeror shall show the availability of personnel and **percentage of their time to be dedicated to this contract.** (Charts are encouraged to reflect this information.) Resumes shall address each individual's experience, as it relates specifically to the SOW and personnel categories identified in this solicitation. Education, unique skills, current and past duties, and experience in positions of authority and responsibility should be included. The qualifications set forth in the "Personnel Qualifications" paragraphs of Section C, represent those requirements that are considered to be required in terms of performance under the proposed contract. The degree to which an offeror's proposed personnel meet the qualifications will be determined. A

sample resume format is provided in Attachment 02 of this solicitation. The final page containing **ONLY** the employee signature shall be retained by the offeror, unless requested by the Contracting Officer.

IN ADDITION TO THE ABOVE AND AS PART OF THE **BUSINESS** PROPOSAL, LETTERS OF COMMITMENT OF EMPLOYMENT SHALL BE PROVIDED FOR ALL RESUMES SUBMITTED, REGARDLESS OF WHETHER THE PROPOSED PERSONNEL ARE CURRENTLY EMPLOYED BY THE OFFEROR, OR ARE CONTINGENT HIRES, IN ORDER THAT CREDIT MAY BE RECEIVED FOR THAT INDIVIDUAL.

All work under the terms of this contract will be performed in an efficient and workmanlike manner, by personnel who are familiar with the type of work being performed. The contractor warrants that employees used on the work will, on the average, be as efficient as the average employees performing similar duties in the contractor's own organization and will in all cases meet or exceed the minimum requirements set forth for the respective labor categories.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. The contractor must have the qualified personnel, organization and administrative control necessary to ensure that the finished products shall conform to each task order. If the Contracting Officer questions the qualifications or competence of any person(s) performing under the contract, the burden of proof to sustain that the person(s) is/are qualified, as prescribed herein, shall be upon the contractor.

An individual's resume can be submitted for more than one category; however, an individual may count for the required number of resumes in only one category. If more than the required number of resumes are submitted for a particular category, the offeror shall specify which of them shall be evaluated. No credit will be given for additional resumes submitted over the required amount.

**NOTE:** The **resumes**, which are required to be submitted as part of the Other Factors Proposal, **should represent those personnel scheduled to perform a majority of the work effort for each of the applicable labor categories.** These resumes should reflect the highest percentage of effort scheduled to be performed for each labor category. Failure to submit the information required herein under Section II may result in the Government's inability to evaluate your proposal which could result in your proposal being found unacceptable.

The following establishes the required number of resumes to be submitted for each key labor category:

<u>KEY LABOR CATEGORY</u>	<u>NUMBER OF RESUMES REQUIRED</u>
Electronics Engineer	02
Senior Systems Analyst	07
Systems Analyst	05
Electronics Technician VI	<u>02</u>
Total	16

**NOTE:** After contract award, resumes for all additional personnel in labor categories listed above, **must** be submitted for approval by the Government, **before** that employee can work under this contract.

(3) **Section III - Program Management Plan.** Include a management plan for the proposed effort, including a personnel utilization plan. The Program Management Plan shall not exceed forty (40) pages in length. Information shall be provided regarding the overall corporate structure and implementation of the

proposed effort within the offeror's organization. Responsibilities, authorities, and accountability shall be well-defined, so as to provide a clear understanding of the offeror's ability to support the SOW. An organization chart shall be included for each group (i.e., department, branch) at the local level for this contract. If the labor categories offered are not directly related to the technical categories identified, an appropriate cross-reference shall be provided. A plan shall be presented indicating what work will be subcontracted, and the procedures for finding and obtaining qualified subcontractors. The management plan shall also address the offeror's plans to provide the quality control and interfaces required to assure efficient, on-schedule performance of the work identified for this effort, especially in teaming and subcontracting. The offeror also shall specifically address data processing and reporting systems, transition and start up plans, and anticipated problem areas for resolution. At a minimum, the offeror is expected to document the company's ability to provide the dedicated engineering and technical support identified, in an efficient and effective manner, commencing on the effective date of the contract.

(4) **Section IV - Facility Information.** The contractor shall furnish evidence of willingness and ability to establish a facility as required by the statement of work, in Section C, paragraph C-943, ("Facilities Locations and Requirements"). The data shall include:

- A. A description of the facility, including availability;
- B. A description of the equipment relevant to the proposed contract;
- C. Size of the facility;
- D. Geographical location of the facility, including commuting distance from the NISE East Detachment, Norfolk, Little Creek site; and
- E. Security of the facility, as required by DD254 and Section C, paragraph C-943 ("Facilities Locations and Requirements").

Facility and security requirements, as cited above, are considered mandatory requirements. In the event a proposal contains a deficiency in either of these areas, the proposal may be determined unacceptable, regardless of an otherwise overall acceptable rating.

## **L-632 LEVEL OF CONFIDENCE ASSESSMENT RATING DATA**

**Failure to submit complete information in the manner prescribed for the Level of Confidence Data may be considered a "no response" and may result in the exclusion of the proposal from further consideration.**

**Offerors which have no past performance information (i.e. new businesses), must submit a signed and dated certification to that effect. This certification applies only if an offeror has no information available on past contract performance.**

Under this section of the proposal, three factors shall be addressed, **corporate experience**, **involvement**, and **past performance**, which are listed in descending order of importance.

The level of confidence data shall provide the following information. The offeror shall submit a description of its most current, (latest five contracts within the last three years), previous Government contracts (all prime contracts and major subcontracts) completed, or in performance, for like or similar units produced or projects executed or relevant to the effort required by this solicitation. If no like or similar contracts have been performed, provide the most current five contracts completed or in performance. Commercial contracts may be included if necessary. The description shall include the below listed information in the following format:

- ① Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation

- ⌚ Your or your subcontractor's (subcontractors proposed for this effort) CAGE and DUNS numbers
- ⌚ Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g. \$500,000.00 or more) and/or in terms of criticality of the subcontracted work to the whole.
- ⌚ Government or commercial contracting activity, address and telephone number
- ⌚ Procuring Contracting Officer's (PCO's) name and telephone number
- ⌚ Government or commercial contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO)
- ⌚ Government or commercial contracting activity technical representative, COR, or end user, and telephone number
- ⌚ Contract number
- ⌚ Contract award date
- ⌚ Contract type
- ⌚ Awarded price/cost
- ⌚ Final or projected final, price/cost
- ⌚ Original delivery schedule or period of performance
- ⌚ Final or projected final, delivery schedule or period of performance
- ⌚ A narrative explanation on each previous contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts which did not/do not meet original requirements, with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed, and description of any corrective action by the offeror or proposed subcontractor.
- ⌚ The offeror shall also provide the above required information for any and all contracts it has had terminated for default, in whole or in part, during the past three years, to include those currently in the process of such termination as well



each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

- ⌚ The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- ⌚ New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.
- ⌚ Offerors shall include in their proposal, the written consent of their proposed significant subcontractors, to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiations.
- ☐☐ **Offerors may use, and are encouraged to use, the "Contractor Performance Data Sheet", attached to this solicitation as Attachment 03, for submission of the above data.**
- ☐☐ **Offerors may use, and are encouraged to use, the "Experience Matrix", attached to this solicitation as Attachment 04, to provide a list of former and present customers and subcontractors within the past three years.** Instructions for completion of the matrix are provided in the Attachment. The matrix provides a method for obtaining a list of references and associating each reference with specific work of the prospective contract. The first column in the table is for references. The remaining columns are headed by the contract statement of work or specification work elements. Insert the information (name, address, point(s) of contact, and telephone number) about the references (one reference for each contract performed for a customer) in the reference column, at the beginning of each row of the matrix. Indicate the work performed for the reference, by inserting a "P" or an "S", in the row cells to the right of the reference entry. A "P" indicates the offeror was a prime contractor; the "S" indicates that it was a subcontractor. A subscript (1, 2, etc.) should be included for each subcontract entry to indicate the subcontract tier. Provide a list of all first tier subcontractors for each prime contract reference entry, and the name of the offeror's customer for each subcontract reference entry.

The Government will assess the breadth, depth, relevance, and currency of the offeror's experience based on data provided, in Attachment 03 and Attachment 04, by the offerors and independent data as available.

**CAUTION:** Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to determine the offeror's level of confidence assessment rating. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience/past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a low level of confidence rating by the Government.

**PART IV**  
**SECTION L (Reference)**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

**PARAGRAPH                      CLAUSE TITLE & DATE**

52.215-5	Solicitation Definitions (JUL 1987)
52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8	Amendments to Solicitations (DEC 1989)
52.215-9	Submission of Offers (MAR 1997)
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals (MAY 1997)
52.215-12	Restriction on Disclosure and Use of Data (APR 1984)
52.215-13	Preparation of Offers (APR 1984)
52.215-14	Explanation to Prospective Offerors (APR 1984)
52.215-15	Failure to Submit Offer (MAY 1997)
52.215-16	Contract Award (OCT 1995)
52.215-16	Contract Award (OCT 1995) - ALTERNATE II (OCT 1995)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)

**II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES**

**PARAGRAPH                      CLAUSE TITLE & DATE**

252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (DEC 1991)
252.206-7000	Domestic Source Restriction (DEC 1991)

**PART IV  
SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-225 DFARS 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY  
EVALUATION (AUG 1992)**

(a) Is the offer based upon furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes [    ]    No [    ]

(b) If the answer to (a) of this clause is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes [    ]    No [    ]

(2) Has the duty on such foreign supplies been paid?

Yes [    ]    No [    ]

(3) If the answer to 2 of this clause is no, what amount is included in the offer to cover such duty?  
\$\_\_\_\_\_.

(c) If the duty has not been paid, the Government may elect to make award on a "duty-free" basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

*\*Offeror to Fill-In \$ Amount*

**M-405 UNCOMPENSATED OVERTIME EVALUATION**

(a) The use of uncompensated overtime as defined in DFARS 252.237-7019, Identification of Uncompensated Overtime (APR 1992) (see Section I), is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in Section L provision, Labor Compensation Plans for Professional Employees, will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

## **M-406 EVALUATION OF OPTIONS**

Cost proposals will be evaluated by adding the total estimated cost and fixed fee for all option years to the total estimated cost and fixed fee for the base year of performance.

## **M-550 PAST PERFORMANCE**

a. The Government will assess each offeror's past performance. The assessment will be a subjective, but unbiased, judgment about the quality of an offeror's past performance. The Government will use its subjective assessment to determine an offeror's relative capability and trustworthiness, and thus the relative reliability of the offeror's promises. The determination of which offeror is the best value will reflect both the value of offerors' promises and the reliability of those promises as determined, in part, by their past performance. Thus, the Government may value an offeror with a superior record of past performance more highly than an offeror whose past performance is satisfactory, even though the offeror with the satisfactory record made better promises in its proposal.

b. The Government may base its judgment about the quality of an offeror's past performance on (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance. The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the offeror.

c. The performance attributes which the Government will assess include, for example: the offeror's record of conforming to contract requirements, including the administrative aspects of performance; the offeror's reputation for good workmanship; the offeror's record of forecasting and controlling costs; the offeror's record for adhering to contract schedules; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers.

d. The Government intends to award a contract without discussions, as provided in FAR 15.610(a). Nevertheless, the Government may communicate with an offeror in order to clarify, verify, or obtain additional information about its past performance. Such communications will not constitute discussions within the meaning of FAR 15.601 and 15.610, and will not obligate the Government to make a competitive range determination, conduct discussions, or solicit or entertain revised proposals or best and final offers.

## **M-551 EXPERIENCE**

a. The Government will evaluate each offeror's experience relative to its competitors. The evaluation will be a subjective assessment of the offeror's experience with work of similar nature, scope, complexity, and difficulty to

that which must be performed under the prospective contract contemplated by this solicitation. The objective of the evaluation is to determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract, as well as to develop insight into the offeror's relative capability and the relative risk associated with contracting with the offeror.

b. The Government's evaluation will be based primarily--but not necessarily entirely--on the information on the experience matrix form and the reference data forms that are completed by the offeror and submitted with its proposal. [See RFP Section L for instructions about the preparation of the experience reference matrix form and the reference data forms.] The Government will evaluate the work performed for each reference, for similarity to the work required under the contemplated contract. The more similar that the work performed for the reference is to the contemplated work, the more valuable the experience to the Government. The Government reserves the right to consider information other than that included on the offeror-prepared forms. The Government also reserves the right to decide not to contact all of the references provided by the offeror.

c. All references must be for work performed after December 31, 1993. The Government will not evaluate or otherwise credit the offeror with experience obtained prior to that date. Offerors should provide references only for experience which was similar to the scope, complexity, and difficulty of the tasks which must be performed under the contemplated contract.

d. The offeror will be credited with subcontractor experience only to the extent that a subcontractor's experience relates to the work that the subcontractor will perform. The Government's evaluation of subcontractor experience will be based primarily--but not necessarily entirely--on the information on the experience reference matrix form and the reference data forms that are completed for each subcontract and submitted with the offeror's proposal. [See RFP Section L about preparation of those forms for subcontractors.]

e. The Government intends to award a contract without discussions, as provided in FAR 15.610(a). Nevertheless, the Government may communicate with an offeror in order to clarify, verify, or obtain additional information about its experience. Such communications will not constitute discussions within the meaning of FAR 15.601 and 15.610, and will not obligate the Government to make a competitive range determination, conduct discussions, or solicit or entertain revised proposals or best and final offers.

## **M-615 SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the responsive offeror whose offer is considered to be in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## **M-650 EVALUATION FACTORS FOR AWARD**

### **GENERAL**

In accordance with the Section L provision entitled "Contract Award," Alternate II, FAR 52.215-16 of the Solicitation Instructions and Conditions, it is expected that the contract award resulting from this solicitation will be made to that responsible offeror whose proposal conforms to the solicitation, and which represents the best overall expected value to the Government, based on Other Factors, Level of Confidence Assessment Rating, and Price/Cost. The Government's evaluation of all proposals submitted, will be assessed against the evaluation

criteria set forth below, in descending order of relative importance, unless otherwise stated. Best value will be determined by comparing differences in the value of technical ability with differences in cost to the Government. The offeror's proposal shall be in the form prescribed by this solicitation, and shall contain a response to each of the areas identified which affects the evaluation factors for award. In making this comparison, the Government is more concerned with obtaining superior technical ability/services than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical ability/services.

**Prospective offerors are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select a technically superior offeror and/or an offeror affording a higher level of confidence.**

The Other Factors and Level of Confidence Data will be **significantly** more important than price/cost, but price/cost should not be ignored. Offers received will be evaluated by the Government on the basis of price/cost and on the basis of information provided by the offeror in accordance with clause L-630 "Proposal Requirements" of this solicitation. It should be noted that Section L contains a description of the information to be submitted, which will be evaluated under the criteria listed below.

## **EVALUATION CRITERIA**

In determining which offeror represents the best overall expected value, the Government will consider the following factors:

**1.1 Other Factors Proposal.** Each Other Factors proposal will be evaluated qualitatively, and will be categorized as "Excellent," "Very Good," "Good," "Acceptable," or "Unacceptable", in relation to the Other Factors listed below. The following Other Factors proposal areas are listed in descending order of importance:

**1.1.1 Program Understanding/Technical Approach.** This factor will be used to assess each offeror's depth of understanding of the solicitation requirements, and the adequacy and credibility of each offeror's approach. The offeror's proposal will be evaluated on the basis of whether or not (1) a thorough understanding of the purpose and objectives of the scope of work, (ii) problem comprehension, and (iii) a sound technical approach are demonstrated satisfying the objectives of the Statement of Work. The Technical Approach shall be rated as to the extent it demonstrated, clearly and fully, that the prospective offeror has a thorough understanding of the requirements for, and problems inherent in, providing support services outlined in the Statement of Work. The offeror's discussion will be assessed on the following Subfactors, listed in descending order of importance:

- (i) Understanding of AN/WSN-1, 2, 2A, 3, 5, and 7 troubleshooting, repair, and testing;
- (ii) Understanding of AN/WSN-1, 2, 2A, 3, 5, and 7 shipboard certifications, training, and assistance;
- (iii) Understanding of AN/WSN-1, 2, 2A, 3, 5, and 7 field change and configuration management;
- (iv) Understanding of Navigation systems land based test requirements;

(v) Understanding of reliability, maintainability, availability, and quality data tracking and reporting;

(vi) Understanding of Alteration Installation Team (AIT) scheduling and tracking; and

(vii) Understanding of training and technical documentation.

1.1.2 *Personnel Qualifications*. This factor will be used to assess the experience of the offeror's personnel relevant to the requirements of the solicitation. The education and experience levels of the personnel, which the contractor proposes to assign to each labor category, and evidence of employment commitment, will be reviewed and evaluated against the personnel qualification requirements of Section C of the solicitation. The following subfactors, listed in descending order of importance, will be considered:

(i) Resumes of key personnel will be assessed to determine their substantial involvement and experience with the systems, equipment, and documentation described in the SOW.

(ii) Resumes of proposed key personnel will be assessed to determine if they meet the qualifications for the respective labor categories, as set forth in the Personnel Qualifications paragraphs of Section C.

(iii) The offeror's plans for retaining qualified personnel and for recruiting qualified personnel will also be assessed.

An offeror will not necessarily be determined ineligible for award, and negotiations may not be conducted, if the qualification requirements are not met for all resumes submitted. The Government reserves the right to make award if 14 of the 16 required resumes meet or exceed the qualifications, as stated in clause C-941 ("Personnel Qualifications"). However, the Government will require replacement resumes after award, which must be approved prior to use of the individual under the contract.

1.1.3 *Program Management Plan*. The proposal will be evaluated on the basis of whether or not the offeror's proposed organization can satisfy all solicitation requirements, and if the offeror's proposed organization will provide the most effective and economical performance for the duration of the contract. The suitability of the labor categories offered, and the number of hours for each category (i.e., the mix of labor relative to the total level of effort required for the SOW) will also be evaluated. The offeror should provide an organizational chart clearly showing the organizational relationship of the proposed effort relative to the company organization. Fully describe the key personnel's accessibility to resources, including any anticipated subcontracting. The offeror's discussion will be assessed relative to the following subfactors, which are listed in descending order of importance:

(i) Organization plan relative to this contract, demonstrating a minimum of communication lines for task accomplishment and ease of access to team members or subcontractors.

(ii) Plan for obtaining and retaining resources, including subcontracting. Discussion must reflect the ease and effectiveness of obtaining qualified resources.

(iii) Plan for cost and performance control and tracking procedures, including the reporting system's ability to effectively and efficiently manage the assigned tasks, provide a high quality product, and provide methods for minimizing costs.

1.1.4 *Facility Information.* Successful offerors must have a facility in the Norfolk, VA commuting area, specifically, within a ½ hour normal, land commuting distance of the Little Creek Site - NISE East Detachment, Norfolk, VA. Offerors who have a facility within a ½ hour normal, land commuting distance in existence within 100 days after contract award will be considered having met this criteria. Additional credit will not be assigned for excess space above that required by the statement of work. (Reference clause C-943, entitled “Facilities Locations and Requirements.”) The following subfactors, listed in descending order of importance, will be considered:

- (i) Offeror’s ability to provide facilities, which combine office, laboratory, and storage in one location, within 1/2 hour normal commuting distance of the Little Creek Site.
- (ii) Offeror’s ability to communicate with Government personnel using the “Internet”, from various locations, while on travel, as well as send/receive electronic mail messages.
- (iii) Offeror’s ability to perform repairs and remove components from printed circuit boards.
- (iv) Offeror’s ability to provide classroom instruction, for up to fifteen students, and provide a means of secure storage for piece part material, in accordance with an approved Government property plan.

**CAUTION: A FINDING OF UNACCEPTABLE IN ONE “OTHER FACTOR” MAY RESULT IN THE ENTIRE “OTHER FACTORS” PROPOSAL BEING FOUND TO BE UNACCEPTABLE.**

## **1.2 Level of Confidence Assessment Data.**

The Government will develop a Level of Confidence Assessment Rating (LOCAR) for each offeror. This rating factor will reflect the Government’s degree of confidence that the offeror will keep the promises it made in its proposal. The rating will be used to adjust the Government’s evaluation of the offeror’s Other Factors proposal, and may be highly influential to the determination of which offeror represents the best overall expected value. The Government will evaluate the offeror’s reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction, and for having a businesslike concern for the interests of the customer. The Government also will evaluate the depth, breadth, relevance, and currency of the offeror’s work experience. Offerors will be ranked as follows:

Excellence Level of Confidence;  
 High Level of Confidence;  
 Neutral/Unknown Level of Confidence;  
 Low Level of Confidence; or  
 Poor Level of Confidence

In the case of an offeror who has submitted a certification statement in accordance with clause L-632 (i.e., new business), with respect to which there is no information available on past contract performance or the proposed employees for the offeror; and, the Government has no information available regarding the offeror’s past performance, that offeror will receive a neutral ranking (i.e., evaluated neither favorably nor unfavorably) for past performance.



A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall low level of confidence assessment rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

Offerors are cautioned that in conducting the level of confidence assessment rating, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

The Government will consider the following factors when developing the level of confidence assessment rating. The following factors are listed in descending order of importance:

#### 1.2.1 *Corporate Experience.*

The Government will evaluate each offeror's experience in accordance with clause M-551 herein.

In addition to the criteria set forth in clause M-551, the offeror's discussion of the company's experience must demonstrate in-depth and comprehensive knowledge and ability, by successful completion of similar projects, of equal or greater complexity, and coordination for planning of other similar tasks, as listed in the Statement of Work.

1.2.2 *Involvement.* The offeror must demonstrate substantial involvement in similar and related projects to the extent and duration specified in the statement of work.

#### 1.2.3 *Past Performance.*

The Government will assess each offeror's past performance in accordance with clause M-550 herein.

In addition to the criteria set forth in clause M-550, a past performance survey will be conducted. This survey will be based on the quality of the offeror's past performance, including consideration of the past performance of any proposed subcontractors. The following subfactors will be considered and are of equal importance:

- (i) The offeror's record for on time delivery.
- (ii) The offeror's record for good technical quality.
- (iii) The offeror's record for cost control.
- (iv) The offeror's record of conforming to specifications and to standards of good workmanship.
- (v) The offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction and business like concern for the interests of the customer.
- (vi) The offeror's management, planning, and scheduling of subcontractors on past service contracts.

### 1.3 Cost Factor.

A cost proposal shall be submitted, in accordance with Section B set forth in this solicitation. For each proposal, the Other Factors criteria and Level of Confidence Assessment Rating (LOCAR) are **significantly** more important than cost. As stated above, award may not necessarily be made to the offeror submitting the lowest cost. Although cost is not the controlling factor in award of a contract under this solicitation, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of the equality of the proposals, in terms of the Other Factors and LOCAR, on which selection is to be based. Where competing proposals are found to be substantially equal technically (Other Factors and LOCAR), cost may be the controlling factor in award.

Cost proposals will be evaluated for cost realism and reasonableness. The evaluation will result in the Government's adjusted Cost Estimate for each proposal. The final evaluated cost estimate will be used for the best value selection by the Government.

1.3.1 *Cost Realism.* Cost realism evaluation will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be: (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal, as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (3) to assess the degree to which the costs included in the cost/price proposal accurately represent the work efforts included in the technical proposal, and or other cost-related information available to the Contracting Officer. Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism evaluation.

#### 1.3.2 *Uncompensated Overtime Evaluation.*

(i) The use of uncompensated overtime as defined in DFARS 252.237-7019, Identification of Uncompensated Overtime (APR 1992) (*see Section I*), is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of forty (40) hours per week. Therefore, the use of uncompensated overtime in this acquisition represents significant risk to the Government.

(ii) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in Section L provision (L-426), Labor Compensation Plans for Professional Employees, will be used for evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

1.3.3 *Evaluation of Options.* Cost proposals will be evaluated by adding the total estimated cost and fixed fee for all option years, to the total estimated cost and fixed fee for the base year of performance.

1.4 **Total Professional Employee Compensation Plan.** The information provided under the Total Professional Employee Compensation Plan will be evaluated by the Government on a pass/fail basis to determine if the offeror's plan and supporting documentation demonstrates the offeror's ability to meet the provisions of FAR Clause 52.222-46.

**PART IV**  
**SECTION M**  
**EVALUATION FACTORS REFERENCE CLAUSES**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**  
**PARAGRAPH                      CLAUSE TITLE & DATE**

52.217-5              Evaluation of Options (JUL 1990)

